



269 Mill Road
Craintree, Massachusetts 01824-4105
978 421-9655 (main)
978 421-0025 (fax)
www.zoll.com

Solicitation SW300 for The State of Oklahoma (NASPO)

ZOLL Medical Corporation Response to Solicitation for Automated External Defibrillators (AED), Advanced Life Support (ALS), and Chest Compression Units

Due December 14, 2010 at 3:00 PM CST

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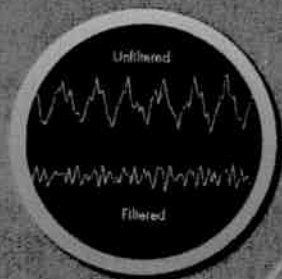
RescueNet® Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.



Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.



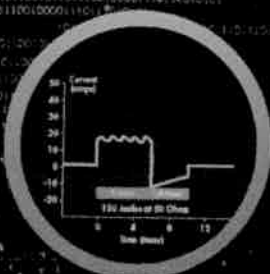
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – I. Cover Letter



269 Mill Road
Cheimsford, Massachusetts 01824-4105
978 421 9655 (main)
978 421 0025 (fax)
www.zoll.com

December 10, 2010

Florian Giza
State of Oklahoma
Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116
Oklahoma City, OK 73105

RE: Solicitation #SW300 for Automated External Defibrillators (AED), Advanced Life Support (ALS), and Chest Compression Units - NASPO/WSCA Multi-State Agreement

Dear Mr. Giza:

ZOLL® Medical Corporation ("ZOLL") is pleased to provide our response to your solicitation for Automated External Defibrillators (AED), Advanced Life Support (ALS), and Chest Compression Units, due December 14, 2010 at 3:00 PM CST.

ZOLL manufactures and markets an integrated line of proprietary, non-invasive resuscitation devices and disposable electrodes. ZOLL's products are used in hospitals, by emergency medical services (EMS) personnel and in public access environments to provide lifesaving pacing and defibrillation to patients suffering cardiac arrest, and for the treatment of patients with life-threatening cardiac arrhythmias. ZOLL also designs and markets software that automates collection and management of both clinical and non-clinical data.

Our proposal includes the following:

- ZOLL E Series®, M Series®, AED Plus®, AED Pro®, and AutoPulse® Price List
- ZOLL E Series®, M Series®, AED Plus®, AED Pro®, and AutoPulse® Warranty & Technical Service Information
- ZOLL E Series®, M Series®, AED Plus®, AED Pro®, and AutoPulse® Literature
- ZOLL Certificate of Insurance
- Required DMBE Information for Virginia

Please note: With regards to the Additional Insured requirement for the States of Colorado, Washington, Virginia, and New Jersey, due to restrictions by our Insurance carrier we are unable to add as Additional Insureds. However, both our General Liability and Product Liability policies provide contractual liability coverage, which agrees to pay damages assumed in oral or written contracts. Damages include defense costs for an indemnitee. Insured contracts include contracts or agreements (including indemnification of a Municipality in connection with our work) in which we have assumed the tort liability of another person or organization to pay damages sustained by a third party or organization, subject to the terms, conditions and exclusions of the policy. We can supply you with copies of the wording contained in these policies, with our certificate of insurance, if awarded this contract.

Thank you for the opportunity to respond to this solicitation. We stand ready to serve the needs of the State of Oklahoma and look forward to continuing our relationship with you.

If you need any further information or assistance, please do not hesitate to call me at 800/242-9150 x9273.

Regards,

A handwritten signature in cursive script that reads "Luis Sanchez Hse".

Luis Sanchez
EMS Territory Manager

LS/hse

Enclosures

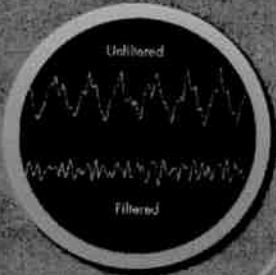
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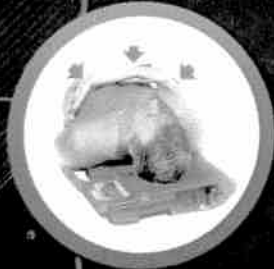
Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.



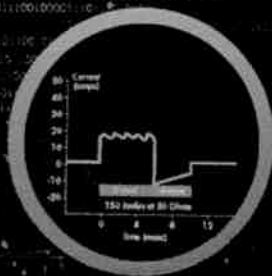
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Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform; the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – II. Solicitation



State of Oklahoma
Department of Central Services
Central Purchasing

Amendment of Solicitation

Date of Issuance: 12/01/2010

Solicitation No. SW300

Requisition No. n/a

Amendment No. 2

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

Issued by:

Central Purchasing Division
Department of Central Services
2401 N. Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105
or
P.O. Box 528803
Oklahoma City, Oklahoma 73152-8803

Florian Giza
Contracting Officer

(405) - 522 - 3428
Phone Number

florian_giza@dcs.state.ok.us
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

Questions and Answers:

Questions:

- 1) School Health is listed as a distributor on our current NASPO contract. How do we ensure that they are listed as a distributor on the new contract? Include the same letter and W-9 submitted before?

Answers:

- 1) All contracts awarded will be to Manufacturers. Assignment of Distributors will be appointed by the Manufacturer after Contract Award. Any and all contract issues during the course of this agreement will be the responsibility of the Manufacturer awarded the contract. Agencies in the State of Oklahoma will be required to do business directly with each manufacturer awarded.

Question:

- 2) Section B.13. Quarterly Reports makes reference to "Section F, Attachment C", the template by which "the vendor is required to provide quarterly reports." We request this attachment be sent to vendors before the due date so that we can verify we meet the requirements.

Answer:

- 2) Vendor may use any electronic document as long as it is in excell and purchases are Itemized by Agency

b. All other terms and conditions remain unchanged.

ZOLL Medical Corporation
Supplier Company Name (print)

December 10, 2010
Date

Luis Sanchez
Authorized Representative Name (print)

EMS Territory Manager
Title

Luis Sanchez
Authorized Representative Signature

Description of Amendment - continuing

Line Item description with price, quantity, extended amounts.

Questions:

- 3) Have any of the Participating States indicated whether or not NASPO reporting requirements will supersede any reporting requirements currently in place with that State on another contract? Or do we need to address that on a State by State basis?

Answer:

- 3) All awarded vendor are responsible for Reporting and Management fees to NASPO.
Only States who have submitted additional terms and conditions and require Reporting and a Management Fee should receive additional Reporting and Fees. The State of Oklahoma is one of the States requiring Quarterly Reports and Management fees.

Question:

- 4) The Pricing Matrix provided with the rebid package does not include spaces for entering pricing for accessories or program management. Accessories and program management pricing are on the current NASPO contract? Is it OK to include pricing for accessories and program management with our bid? Is there a desired format for doing so?

Answer:

- 5) Pricing for accessories must be listed in the pricing matrix as well as pricing for AED Units.
We need Manufacturer, Description W/ Item Numbers, and Price Protected Pricing. Prices submitted at the beginning of each contract Year must be firm for the entire contract year.



State of Oklahoma
Department of Central Services
Central Purchasing

Amendment of Solicitation

Date of Issuance: 11/23/2010

Solicitation No. SW300

Requisition No. SW300

Amendment No. #1

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803
Oklahoma City, OK 73152-8803
or

FLORIAN GIZA
Contracting Officer
(405) - 522 - 3428
Phone Number

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, OK 73105

florian_giza@dcs.state.ok.us
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

Addition of OHIO intent to participate and their Terms and Conditions.

b. All other terms and conditions remain unchanged.

ZOLL Medical Corporation

Supplier Company Name (**PRINT**)

December 10, 2010

Date

Luis Sanchez

Authorized Representative Name (**PRINT**)

EMS Territory Manager

Title

Luis Sanchez
Authorized Representative Signature



National Association of State Procurement Officials

INTENT TO PARTICIPATE

NASPO Cooperative Contract(s) for

Automated External Defibrillators (AED)

Lead by the State of Oklahoma

By the State of

Ohio

(hereinafter Participating State)

Page 1 of 2

I. PURPOSE:

The purpose of this Agreement is to provide the members of the National Association of State Procurement Officials (NASPO) Cooperative with the opportunity to participate in the re-solicitation of the existing multi-state cooperative contract(s) for Automatic External Defibrillators (AED) (NASPO Contract N3 – Oklahoma Contract SW60300). These contract(s) are being lead by the State of Oklahoma.

II. SCOPE OF THE CONTRACT(S)

The Lead State is authorized by agreement of the participants to act as the procurement officer in developing multi-state cooperative contract(s) for automatic external defibrillators. The resulting contracts will be permissive contracts.

Administrative Fee

A NASPO administrative fee of one-half of one percent (0.5%) will be assessed centrally for purchases under the contract.

Participating State may have their administrative fee (if any) in the solicitation, if you provide documentation of your administrative fee and process for paying that fee.

Individual states may optionally add their administrative fee (if any) when the state executes its Participating Addendum.

III. TERM OF THE CONTRACT

The initial contract will be established for three (3) years from date of award, with renewal contract extension options for a total potential contract of five (5) years.

IV. SOLICITATION AND CONTRACT DEVELOPMENT/ADDITIONAL INFORMATION

Solicitation and contract development shall be accomplished in compliance with the NASPO Agreement of Understanding, incorporated herein by reference.

Solicitation Publication Period

Bidders/offerors will be given over 21 days after publication to submit proposals.

Solicitation Type and Evaluation Criteria

This RFP will be issued and evaluated in concert with the procurement laws and rules of the Lead State by a sourcing team composed of members from several states.



National Association of State Procurement Officials

INTENT TO PARTICIPATE

NASPO Cooperative Contract(s) for

Automated External Defibrillators (AED)

Lead by the State of Oklahoma

By the State of OHIO

(hereinafter Participating State)

Page 2 of 2

Award(s): The solicitation will permit multiple awards.

Additional Requested Information

State Specific Terms and Conditions: If the Participating State wishes to include any State specific terms and conditions with the release of this RFP, please attach those to this Intent to Participate.

Annual Estimated Volume: Please indicate your estimated annual volume of potential purchase under this proposed contract. \$ 200,000.

Sourcing Team Participation: Please nominate either procurement or subject matter experts from your state who you would be willing to have participate as members of the Sourcing Team for this very important contract. Provide, as part of your email returning this document, name, phone number and email address of the individuals you would like to nominate. We will take the nominated group and recommend a Sourcing Team who will be approved by the NASPO Cooperative Committee. It would be reasonable to assume that it might take as much as 40 hours of work over the next few months as part of the Sourcing Team. Sourcing Team participation will continue into the future, providing the Lead State Contract Administrator with invaluable assistance and support.

SIGNATURE

State of Ohio

Hugh Quill, Director DAS

Printed Name and Title

Hugh Quill
Signature

11-4-10

Date

Please scan and email the signed "Intent to Participate" document by October 21, 2010 to:

WSCA/NASPO Cooperative Development Team

Kathryn Offerdahl, WSCA/NASPO Cooperative Development Analyst

Paul Stembler, WSCA/NASPO Cooperative Development Coordinator

kofferdahl@amrms.com or pstembler@amrms.com

**STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
STANDARD CONTRACT TERMS AND CONDITIONS**

I. CONTRACT TERM PROVISIONS:

- A. APPROPRIATION OF FUNDS.** The State of Ohio's funds are contingent upon the availability of lawful appropriations by the Ohio General Assembly. If the General Assembly fails at any time to continue funding for the payments or any other obligations due by the State under this Contract, the State will be released from its obligations on the date funding expires.

The current General Assembly cannot commit a future General Assembly to an expenditure. Therefore, this Contract will automatically expire at the end of a current biennium. The State may renew this Contract in the next biennium by issuing written notice to the Contractor or by actions of the State of the decision to do so.

- B. OBM CERTIFICATION.** None of the rights, duties, or obligations in this Contract will be binding on the State, and the Contractor will not begin its performance, until all of the following conditions have been met:

1. All statutory provisions under the Ohio Revised Code, including Section §126.07, have been met.
2. All necessary funds are made available by the appropriate state agencies.
3. If required, approval of this Contract is given by the Controlling Board of Ohio; and
4. If the State is relying on Federal or third-party funds for this Contract the State gives the Contractor written notice that such funds have been made available.

C. TERMINATION / SUSPENSION.

1. **Contract Termination.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may terminate this Contract in accordance with this section. The termination will be effective on the date delineated by the State.
 - a. **Termination for Default.** If Contractor's default is unable to be cured in a reasonable time, the State may terminate the Contract by written notice to the Contractor.
 - b. **Termination for Unremedied Default.** If Contractor's default may be cured within a reasonable time, the State will provide written notice to Contractor specifying the default and the time within which Contractor must correct the default. If Contractor fails to cure the specified default within the time required, the State may terminate the Contract. If DAS does not give timely notice of default to Contractor, the State has not waived any of the State's rights or remedies concerning the default.
 - c. **Termination for Persistent Default.** The State may terminate this Contract by written notice to Contractor for defaults that are cured, but are persistent. "Persistent" means three or more defaults. After the State has notified Contractor of its third default, the State may terminate this Contract without providing Contractor with an opportunity to cure, if Contractor defaults for a fourth time. The four defaults are not required to be related to each other in any way.
 - d. **Termination for Endangered Performance.** The State may terminate this Contract by written notice to the Contractor if the State determines that the performance of the Contract is endangered through no fault of the State.
 - e. **Termination for Financial Instability.** The State may terminate this Contract by written notice to the Contractor if a petition in bankruptcy or similar proceeding has been filed by or against the Contractor.
 - f. **Termination for Delinquency, Violation of Law.** The State may terminate this Contract by written notice, if it determines that Contractor is delinquent in its payment of federal, state or local taxes, workers' compensation, insurance premiums, unemployment compensation contributions, child support, court costs or any other obligation owed to a state agency or political subdivision. The State also may cancel this Contract, if it determines that Contractor has violated any law during the performance of this Contract. However, the State may not terminate this Contract if the Contractor has entered into a repayment agreement with which the Contractor is current.

- g. **Termination for Subcontractor Default.** The State may terminate this Contract for the default of the Contractor or any of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Subcontractors will hold the State harmless for any damage caused to them from a suspension or termination. The subcontractors will look solely to the Contractor for any compensation to which they may be entitled.
 - h. **Termination for Failure to Retain Certification.** Pursuant to section §125.081 of the Revised Code, the State may set aside a bid for supplies or services for participation only by minority business enterprises (MBE's) as certified by the State of Ohio, Equal Opportunity Coordinator. After award of the Contract, it is the responsibility of the MBE Contractor to maintain certification as a MBE. If the Contractor fails to renew its certification and/or is de-certified by the State of Ohio, Equal Opportunity Coordinator, the State may immediately cancel the Contract.
 - i. **Termination for Convenience.** The State may terminate this Contract for its convenience after issuing written notice to the Contractor. If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any Deliverable that the Contractor has delivered before the termination. Such compensation will be the Contractor's exclusive remedy in the case of termination for convenience and will be available to the Contractor only after the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined by the State to be owing to the Contractor.
 - j. **Termination, Effectiveness, Contractor Responsibilities.** The notice of termination whether for cause or without cause will be effective as soon as Contractor receives it. Upon receipt of the notice of termination, Contractor will immediately cease all work on the Project, if applicable, and refuse any additional orders and take all steps necessary to minimize the costs the Contractor will incur related to this Contract. The Contractor will immediately prepare a report and deliver it to the State. The report must detail either the work completed at the time of termination or the orders received and not processed prior to termination, and if applicable, the percentage of the Project's completion, estimated time for delivery of all orders received prior to termination, any costs incurred by the Contractor in doing the Project to date and any deliverables completed or partially completed but not delivered to the State at the time of termination. Any and all work, whether completed or not, will be delivered to the State along with the specified report. However, if delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternate form of delivery.
2. **Contract Suspension.** If Contractor fails to perform any one of its obligations under this Contract, it will be in default and the State may suspend rather than terminate this Contract where the State believes that doing so would better serve its interest.

In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience or the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor's breach of this Contract or other fault.

The notice of suspension, whether with or without cause will be effective immediately on the Contractor's receipt of the notice. The Contractor will immediately prepare a report and deliver it to the State as is required in the case of termination.

II. CONTRACT REMEDIES:

- A. **ACTUAL DAMAGES.** Contractor is liable to the State of Ohio for all actual and direct damages caused by Contractor's default. The State may buy substitute supplies or services, from a third party, for those that were to be provided by Contractor. The State may recover the costs associated with acquiring substitute supplies or services, less any expenses or costs saved by Contractor's default, from Contractor.
- B. **LIQUIDATED DAMAGES.** If actual and direct damages are uncertain or difficult to determine, the State may recover liquidated damages in the amount of 1% of the value of the order, deliverable or milestone that is the subject of the default, for every day that the default is not cured by the Contractor.
- C. **DEDUCTION OF DAMAGES FROM CONTRACT PRICE.** The State may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on the contract, upon prior written notice to being issued to the Contractor by the State.

III. PAYMENT PROVISIONS:

- A. **INVOICE REQUIREMENTS.** The Contractor must submit an original invoice with three (3) copies to the office designated in the purchase order as the "bill to" address. To be a proper invoice, the invoice must include the following information:
 - 1. The purchase order number authorizing the delivery of products or services.
 - 2. A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).

If an authorized dealer has fulfilled the purchase order, then the dealer's information should be supplied in lieu of the Contractor's information.

- B. **PAYMENT DUE DATE.** Payments under this Contract will be due on the 30th calendar day after the later of:
1. The date of actual receipt of a proper invoice in the office designated to receive the invoice, or the date the service is delivered and accepted in accordance with the terms of this Contract.
 2. The date of the warrant issued in payment will be considered the date payment is made. Interest on late payments will be paid in accordance with Ohio Revised Code Section §126.30.

IV. **CONTRACTOR WARRANTY AND LIABILITY PROVISIONS:**

- A. **CONTRACTOR'S WARRANTY AGAINST AN UNRESOLVED FINDING FOR RECOVERY.** Contractor warrants that it is not subject to an unresolved finding for recovery under ORC §9.24. If the warranty was false on the date the parties signed this Contract, the Contract is void *ab initio*.
- B. **GENERAL REPRESENTATIONS AND WARRANTIES.** The Contractor warrants that the recommendations, guidance, and performance of the Contractor under this Contract will:
1. Be in accordance with the sound professional standards and the requirements of this Contract and without any material defect.
 2. No Deliverable will infringe on the intellectual property rights of any third party.
 3. All warranties are in accordance with Contractor's standard business practices attached.
 4. That the Deliverables hereunder are merchantable and fit for the particular purpose described in this contract.

Additionally, with respect to the Contractor's activities under this Contract, the Contractor warrants that:

5. The Contractor has the right to enter into this Contract.
6. The Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Contract.
7. The Contractor will observe and abide by all applicable laws and regulations, including those of the State regarding conduct on any premises under the State's control.
8. The Contractor has good and marketable title to any goods delivered under this Contract and which title passes to the State.
9. The Contractor has the right and ability to grant the license granted in Deliverable in which title does not pass to the State.

If any work of the Contractor or any Deliverable fails to comply with these warranties, and the Contractor is so notified in writing, the Contractor will correct such failure with all due speed or will refund the amount of the compensation paid for the Deliverable. The Contractor will also indemnify the State for any direct damages and claims by third parties based on breach of these warranties.

- C. **INDEMNITY.** The Contractor will indemnify the State for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to property that may arise out of or are related to Contractor's performance under this Contract, providing such bodily injury or property damage is due to the negligence of the Contractor, its employees, agents, or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret, or similar intellectual property rights based on the State's proper use of any Deliverable under this Contract. This obligation of indemnification will not apply where the State has modified or misused the Deliverable and the claim of infringement is based on the modification or misuse. The state agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.
2. Replace Deliverable with an equivalent or better item.
3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract; or

4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

D. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY LIMITATION PROVISIONS CONTAINED IN THE DOCUMENTS AND MATERIALS INCORPORATED BY REFERENCE INTO THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF THE PARTIES HAVE BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.
2. THE CONTRACTOR FURTHER AGREES THAT THE CONTRACTOR SHALL BE LIABLE FOR ALL DIRECT DAMAGES DUE TO THE FAULT OR NEGLIGENCE OF THE CONTRACTOR.

V. **GENERAL PROVISIONS:**

- A. **AMENDMENTS.** No amendment or modification of this Contract will be effective unless it is in writing and signed by both parties.
- B. **ANTITRUST ASSIGNMENT TO THE STATE.** Contractor assigns to the State of Ohio, through the Department of Administrative Services, all of its rights to any claims and causes of action the Contractor now has or may acquire under state or federal antitrust laws if the claims or causes of action relate to the supplies or services provided under this Contract. Additionally, the State of Ohio will not pay excess charges resulting from antitrust violations by Contractor's suppliers and subcontractors.
- C. **ASSIGNMENT / DELEGATION.** The Contractor will not assign any of its rights nor delegate any of its duties under this Contract without written consent of the State. Any assignment or delegation not consented to may be deemed void by the State.
- D. **AUDITS.** The Contractor must keep all financial records in a manner consistent with generally accepted accounting principles. Additionally, the Contractor must keep separate business records for this project, including records of disbursements and obligations incurred that must be supported by contracts, invoices, vouchers and other data as appropriate.

During the period covered by this Agreement and until the expiration of three (3) years after final payment under this Agreement, the Contractor agrees to provide the State, its duly authorized representatives or any person, agency or instrumentality providing financial support to the work undertaken hereunder, with access to and the right to examine any books, documents, papers and records of the Contractor involving transactions related to this Agreement.

The Contractor shall, for each subcontract in excess of two thousand five hundred (\$2,500), require its subcontractors to agree to the same provisions of this Article. The Contractor may not artificially divide contracts with its subcontractors to avoid requiring subcontractors to agree to this provision.

The Contractor must provide access to the requested records no later than (5) five business days after the request by the State or any party with audit rights. If an audit reveals any material deviation from the Contract requirements, and misrepresentations or any overcharge to the State or any other provider of funds for the Contract, the State or other party will be entitled to recover damages, as well as the cost of the audit.

- E. **CONFIDENTIALITY.** The Contractor may learn of information, documents, data, records, or other material that is confidential in the performance of this Contract. The Contractor may not disclose any information obtained by it as a result of this Contract, without the written permission of the State. The Contractor must assume that all state information, documents, data, records or other material is confidential.

The Contractor's obligation to maintain the confidentiality of the information will not apply where it: (1) was already in the Contractor's possession before disclosure by the State, and it was received by the Contractor without the obligation of confidence; (2) is independently developed by the Contractor; (3) is or becomes publicly available without breach of this Contract; (4) is rightfully received by the Contractor from a third party without an obligation of confidence; (5) is disclosed by the Contractor with the written consent of the State; or (6) is released in accordance with a valid order of a court or governmental agency, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to obtain a protective order from the issuing court or agency limiting disclosure and use of the confidential information solely for the purposes intended to be serviced by the original order of production. The Contractor will return all originals of any information and destroy any copies it has made on termination or expiration of this Contract.

The Contractor will be liable for the disclosure of any confidential information. The parties agree that the disclosure of confidential information of the State's may cause the State irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of a breach of the obligations hereunder, the State shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of providing actual damages. This provision shall not, however, diminish or alter any right to claim and recover.

- F. **CONTRACT CONSTRUCTION.** This Contract will be constructed in accordance with the plain meaning of its language and neither for nor against the drafting party.
- G. **CONTRACTOR DISCLOSURE: LOCATION OF SERVICES, DATA.** As part of this Agreement, Contractor shall disclose the following:
1. The location (s) where all services will be performed; and
 2. The location(s) where any state data applicable to the contract will be maintained or made available; and
 3. The principal location of business for the contractor and all subcontractors.
- Contractor shall not, during the performance of this Contract, change the location(s) of the country where the services are performed or change the location(s) of the country where the data is maintained or made available without prior written approval of the State.
- H. **DRUG FREE WORKPLACE.** The Contractor agrees to comply with all applicable state and federal laws regarding drug-free workplace and shall make a good faith effort to ensure that all its employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- I. **EQUAL EMPLOYMENT OPPORTUNITY.** The Contractor will comply with all state and federal laws regarding equal employment opportunity, including Ohio Revised Code Section 125.111 and all related Executive Orders.
- Before a contract can be awarded or renewed, an Affirmative Action Program Verification Form must be completed using the Ohio business Gateway Electronic Filing website <http://business.ohio.gov/efiling/>. Approved Affirmative Action Plans can be found by going to the Equal Opportunity Departments web site: <http://eodreporting.oit.ohio.gov/searchAffirmativeAction.aspx>
- J. **FORCE MAJEURE.** If the State or Contractor is unable to perform any part of its obligations under this Contract by reason of force majeure, the party will be excused from its obligations, to the extent that its performance is prevented by force majeure, for the duration of the event. The party must remedy with all reasonable dispatch the cause preventing it from carrying out its obligations under this Contract. The term "force majeure" means without limitation: acts of God; such as epidemics; lightning; earthquakes; fires; storms; hurricanes; tornadoes; floods; washouts; droughts; any other severe weather; explosions; restraint of government and people; war; strikes; and other like events; or any cause that could not be reasonably foreseen in the exercise of ordinary care, and that is beyond the reasonable control of the party.
- K. **GOVERNING LAW / SEVERABILITY.** This Contract shall be governed by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the appropriate court in Franklin County, Ohio. If any provision of the Contract or the application of any provision is held by that court to be contrary to law, the remaining provisions of the Contract will remain in full force and effect.
- L. **HEADINGS.** The headings used in this Contract are for convenience only and will not affect the interpretation of any of the Contract terms and conditions.
- M. **NOTICES.** For any notice under this Contract to be effective it must be made in writing and sent to the address of the appropriate contact provided elsewhere in the Contract.
- N. **ORDER OF PRIORITY.** If there is any inconsistency or conflict between this document and any provision incorporated by reference, this document will prevail.
- O. **PUBLICITY.** The Contractor will not advertise that it is doing business with the State or use this Contract as a marketing or sales tool without prior, written consent of the State.
- P. **STRICT PERFORMANCE.** The failure of either party at any time to demand strict performance by the other party of any of the terms of this Contract will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
- Q. **SUBCONTRACTING.** The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, recognizes that it may be necessary for the Contractor to use a subcontractor to perform a portion of the work under the Contract. In those circumstances, the Contractor shall submit a list identifying its subcontractors or joint venture partners performing portions of the work under the Contract. If any changes occur during the term of the Contract, the Contractor shall supplement its list of subcontractors or joint venture business partners. In addition, all subcontractors or joint venture business partners agree to be bound by all of the Terms and Conditions and specifications of the Contract. The State, through the Department of Administrative Services, General Services Division, Office of Procurement Services, reserves the right to reject any subcontractor submitted by the Contractor.
- R. **SURVIVORSHIP.** All sections herein relating to payment, confidentiality, license and ownership, indemnification, publicity, construction warranties, limitations of warranties and limitations on damages shall survive the termination of this Contract.
- S. **TAXES.** The State is exempt from all state and local taxes and does not agree to pay any taxes.

SUPPLEMENTAL CONTRACT TERMS AND CONDITIONS

S-1. Contract Orders. Participating state agencies will order supplies or services under this Contract from the Contractor directly. The Contractor may receive orders made by participating state agencies by telephone, facsimile, electronically, in person, debit order or by State of Ohio payment card or purchase order (ORDE) from authorized employees of the participating agency. The State will not be responsible for orders placed by unauthorized employees. Contractor is not required to fill an order with a delivery date that is more than 30 days beyond the date of Contract expiration, termination or cancellation, unless the Contract provides for quarterly deliveries. Under a Contract that provides for quarterly deliveries, Contractor is not required to fill an order with a delivery date that is more than 90 days beyond the date of Contract expiration, termination or cancellation.

S-2. Compensation. In consideration for Contractor's performance each participating state agency will pay Contractor directly at the rate specified in the Contract. Payments may be made by the Ohio Payment Card, an Auditor of State warrant or by electronic funds transfer (EFT). For all transactions the Contractor must have a valid W-9 form on file with the Office of Budget and Management. Registration in OBM's database requires the Contractor to complete an IRS W-9 Form. The completed original form should be mailed to: Office of Procurement Services, 4200 Surface Rd., Columbus, OH 43228-1395.

S-3. Ohio Payment Card. Participating state agencies purchasing supplies from the Contract may use the Ohio Payment Card. Such purchases may not exceed \$2,500 unless the Office of Budget & Management has approved the agency to exceed this limit. In the event that OBM increases the dollar limit for payment cards for all state agencies, notice of such increase will be posted on the Procurement Services website. Participating state agencies are required to use the Ohio Payment Card in accordance with the Ohio, Office of Budget and Management's current guidelines for the Ohio Payment Card and the participating agency's approved plan filed with the Office of Budget of Management. Contractor may process a payment in the payment card network only upon delivery and acceptance of the supplies or services ordered. For partial deliveries or performance, Contractor may process a payment for the amount delivered or completed only and not for the entire amount ordered by the participating agency. Upon completion of the delivery of remaining supplies or services, Contractor may process a payment request in the payment card network for the remainder of the order. Contractor will receive payment through its merchant bank within the time frame agreed upon between Contractor and its merchant bank. The Contractor should expect normal processing fees from its merchant bank for payment card transaction which may not be passed on to the agency making the purchase.

S-4. Requirements Contract. The quantity of supplies or services to be provided under this Contract is the quantity determined by the actual, good faith, requirements of the participating state agencies. DAS may allow a participating state agency to purchase supplies or services identical to those provided under this Contract from a supplier other than Contractor, if one of the following conditions apply:

- (A) The supplies or services to be purchased were not anticipated by DAS at the time this Contract was let and the supplies or services are required in a large quantity;
- (B) The supplies or services to be purchased are unique or unusual from the supplies or services provided under this Contract; or
- (C) The agency requires the supplies or services to remedy an emergency and Contractor is not able to provide the supplies or services, as the emergency requires.

S-5. F.O.B., The Place of Destination. Contractor must provide supplies or services under this Contract F.O.B. the place of destination. The place of destination will be specified by the participating state agency on the agency's purchase order or other ordering document. Freight will be prepaid unless otherwise stated.

S-6. Time of Delivery. If Contractor is not able to deliver the supplies or services on the date and time specified by the participating state agency on the agency's ordering document, Contractor must coordinate an acceptable date and time for delivery with the agency. If Contractor is not able to or does not provide the supplies or services to a participating state agency by the date and time provided on the agency's ordering document or by the date and time later agreed upon, the State may obtain any remedy under Section II, "Contract Remedies", as described in the Standard Contract Terms and Conditions or any other remedy at law.

S-7. Minimum Orders-Transportation Charges. For purchase orders placed that are less than the stated minimum order, transportation charges will be prepaid and added to the invoice by the Contractor to the delivery location designated by the ordering agency. Shipment is to be made by private or commercial freight service provider, air, rail, water, parcel post, express or commercial package delivery, whichever is the most economical and expeditious method for proper delivery of the item. Failure of the Contractor to utilize the most economical mode of transportation shall result in the Contractor reimbursing the ordering agency the difference between the most economical mode of transportation and the mode of transportation used by the Contractor. Failure to reimburse the ordering agency shall be considered as a default.

S-8. Workers' Compensation. Workers' compensation insurance, as required by Ohio law or the laws of any other state where work under this Contract will be done. The Contractor will also maintain employer's liability insurance with at least a \$1,000,000.00 limit.

S-9. Automobile and General Liability Insurance. During the term of the Contract and any renewal thereto, the Contractor, and any agent of the Contractor, at its sole cost and expense shall maintain a policy of Automobile Liability Insurance in accordance with the State and Federal laws, unless otherwise stated. In addition, Contractor shall carry Commercial General Liability Insurance coverage with a \$1,000,000 annual aggregate and a \$500,000 per occurrence limit for bodily injury, personal injury, wrongful death and property damage. The defense cost shall be outside the policy limits. Such policy shall designate the State of Ohio as an Additional Insured, as its interest may appear. The policy shall also be endorsed to include a blanket waiver of subrogation and a statement that the Contractor's commercial general liability insurance shall be primary over any other coverage. Umbrella/excess liability insurance may

be used to meet the required limits and the coverage must follow form. The office of Procurement Services reserves the right to approve all policy deductibles and levels of self-insured retention-captive insurance programs and may require the Contractor to have their policy(ies) endorsed to reflect per project / per location general aggregate limits.

If not submitted with the Bidder's response, copies of the respective insurance certificates shall be filed with the Office of Procurement Services within seven (7) calendar days after notification. Failure to submit the insurance certificates within this time period may result in the bidder being deemed not responsive. Said certificates are subject to the approval of the Director, Department of Administrative Services and shall contain a clause or endorsement providing thirty (30) days prior written notice of cancellation, non-renewal or decrease in coverage will be given to the Director, Department of Administrative Services. Failure of the Bidder to maintain this coverage for the duration of the Contract, and any renewals thereto, may be considered as a default. All insuring companies shall have and maintain at least an A- (Excellent) rating from A.M. Best.

S-10. Quality Assurance. At the option of DAS or the participating agency, samples may be taken from deliveries made and submitted for laboratory tests. The State will bear the cost of the testing when samples are found to be in compliance with the Contract. If samples do not conform to the Contract, Contractor will bear the costs of testing and the State will apply the terms and conditions of the Termination provision of this Contract.

S-11. Electronic Commerce Program. The State of Ohio is an active participant in E-Commerce to include Electronic Data Interchange (EDI). This program will benefit both the State and the contractor by reducing time delays in receiving orders and payments that are associated with the existing manual processes. It is the goal of the State of Ohio to eventually conduct all procurement activities through electronic commerce technologies. Contractor is encouraged to move toward compliance with electronic commerce technologies, as this will be the preferred method of doing business with the State of Ohio in the future. The following information is offered to assist all interested businesses in their efforts to move toward becoming a trading partner with the State of Ohio through the electronic commerce technologies. Electronic Data Interchange (EDI) is used for electronic purchase orders, invoicing, and payment of purchases. The program includes sending electronic purchase orders to the Contractor, the receipt of electronic invoices from the Contractor and the transmission of payment and remittance information back to the Contractor. A complete "Implementation Guide", for doing business with the State of Ohio using EDI, can be found on the Internet at: <http://ecedi.ohio.gov/financial/>. This guide contains all of the information necessary for a company to become EDI compliant. By following all of the links, the entire guide may be viewed, downloaded and printed at your location. In addition, companies who are interested in becoming EDI trading partners with the State of Ohio should visit the Office of Budget and Management's website at www.state.oh.us/obm/BusinessCommunityPage/eCommerce.asp for additional information regarding E-Commerce.

S-12. Usage Reports. At no cost to the State, the Contractor shall be required to provide quarterly, bi-annual or annual usage reports as requested by the Office of Procurement Services. The reports will include information as to purchase activity under the Contract by all participating agencies and Co-operative Purchasing Program members. Report topics will include, but will not be limited to: customer name, date of purchase, item description, quantity, dollar value, aggregate sales to date for each customer and other such information as requested by the Office of Procurement Services. Electronic media is the preferred method for these reports. Failure to provide the requested reports will be deemed as an event of default.

S-13. Return Goods Policy. The State will apply the following Return Goods Policy on all purchases made under the Contract. The bidder acknowledges to have read, understood, and agrees to this Policy.

- (A) Return goods, when due to Contractor error (i.e. over-shipment, defective merchandise, unapproved substitution, etc.) shall be returned to the Contractor, at the Contractor's expense. The Contractor shall make arrangements to remove the return goods from the ordering agency premises within seven (7) calendar days after notification. The Contractor shall not apply any restocking or other charges to the ordering agency. At the option of the ordering agency, replacement items may be accepted and will be shipped within seven (7) calendar days of notification. Failure of the Contractor to arrange for return of the items within the specified time will result in the items being deemed as abandoned property and the ordering agency will dispose of accordingly.
- (B) For orders of custom manufactured items, the Contractor will provide a production sample of the item to the ordering agency for acceptance. The production sample will be identical to the item to be provided. The ordering agency will provide written acceptance of the item prior to the Contractor continuing with production. Once delivery and acceptance has been completed and the ordering agency determines for any reason that any remaining quantities will not be used, the agency may request the return of the custom manufactured items. Acceptance of the return of custom manufactured items will be at the option of the Contractor. If the Contractor agrees to the return of these items, the agency will be responsible for all costs associated with packaging, shipment and transportation, to include the original shipment to the agency and subsequent return of goods to the location designated by the Contractor. The Contractor may assess restocking fees that are equivalent to restocking fees that are normally assessed to other customers or as published by the Contractor. Failure of the Contractor to provide a production sample and obtain written approval from the ordering agency will result in the Contractor bearing all responsibility and costs associated with the return of these goods.
- (C) Return goods of regular catalog stock merchandise, when due to agency error (i.e. over purchase, discontinued use, inventory reduction, etc.) will be accepted by the Contractor if notice is given by the agency within six (6) months of delivery and acceptance. All items to be returned must be unused and in their original containers and in suitable condition for resale. The ordering agency will be responsible for all transportation costs associated with both the original shipment of items to the agency and the subsequent return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee associated with the return of the items to the location designated by the Contractor. The Contractor may assess a restocking fee not to exceed their standard published restocking fee or equivalent restocking fee that is assessed to other customers of the Contractor. Return of regular stock catalog merchandise, when delivery and acceptance exceed six (6) months will be at the option of the Contractor.

S-14. Product Recall. In the event product delivered has been recalled, seized, or embargoed and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by the packer, processor, manufacturer or by any State or Federal regulatory agency, the Contractor shall be responsible to notify DAS-Procurement Services and all ordering agencies/entities within two business days after notice has been given. Contractor shall, at the option of the ordering agency, either reimburse the purchase price or provide an equivalent replacement product at no additional cost. Contractor shall be responsible for removal and/or replacement of the affected product within a reasonable time as determined by the ordering agency. At the option of the ordering agency, Contractor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal. Contractor will bear all costs associated with the removal and proper disposal of the affected product. Failure to reimburse the purchase price or provide equivalent replacement product will be considered a default.

S-15. Ohio Ethics. All Contractors who are actively doing business with the State of Ohio or who are seeking to do business with the State of Ohio are responsible to review and comply with all relevant provisions of O.R.C. Sections 102.01 to 102.09, and Governor Strickland's Executive Order 2007-01S for Ethics.

In accordance with Executive Order 2007-01S, Contractor, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The Contractor understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Contract and may result in the loss of other Contracts with the state of Ohio up to and including debarment.

Contractor certifies that it is currently in compliance and will continue to adhere to the requirements of Ohio ethics laws.

Executive Order 2007-01S is available for review at www.governor.ohio.gov, click on Governor's Office and then on Executive Orders.

S-16. Declaration of Material Assistance. In accordance with R.C. 2909.33(C), I certify that I meet one of the following conditions:

(a) I have **not** received, nor will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year;

or

(b)(1) I have received, or will receive as a result of this contract, an aggregate amount greater than one hundred thousand dollars (\$100,000) in business or funding, excluding personal benefits, from the state, instrumentalities, or political subdivisions during the current fiscal year.

and,

(2) I have either precertified with the Office of Budget and Management, or have completed the Declaration of Material Assistance form as directed on page 2 of the Invitation to Bid, (Item D), certifying that I have not provided material assistance to any organization on the Terrorist Exclusion List, as that term is defined in R.C. 2909.21.



State of Oklahoma
Department of Central Services
Central Purchasing

Solicitation

1. Solicitation #: SW300

2. Solicitation Issue Date: 11/19/2010

3. Brief Description of Requirement:

Automated External Defibrillators (AED), Advanced Life Support (ALS), and Chest compression Units
NASPO / WSCA Multi-state Agreement
Only AED manufacturers may make Proposals.

4. Response Due Date¹: 12/14/2010

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO:**

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. Solicitation Type (check one below):

- ☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Requesting Agency: Statewide Solicitation

8. Contracting Officer:

Name: Florian Giza

Phone: (405) 522-3428

Email: florian_giza@dcs.state.ok.us

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")



State of Oklahoma
Department of Central Services
Central Purchasing

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # SW300

2. Bidder General Information:

FEI / SSN : 04-2711626

VEN ID: 04-2711626

Company Name: ZOLL Medical Corporation

3. Bidder Contact Information:

Address: 269 Mill Road

City: Chelmsford

State: MA Zip Code: 01824-4105

Contact Name: Luis Sanchez

Contact Title: EMS Territory Manager

Phone #: 800-348-9011

FAX#: 978-421-0005

Email: lsanchez@zoll.com

Website: www.zoll.com

4. Oklahoma Sales Tax Permit¹:

☒ YES – Permit #: 790395

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

☒ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☒ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Luis Sanchez / use
Authorized Signature

12/10/2010

Date

Luis Sanchez

EMS Territory Manager

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

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ATTACHMENTS:

- (A) State of Louisiana Special Terms**
- (B) State of Colorado Special Terms**
- (C) State of Minnesota Special Terms**
- (D) State of Washington Special Terms**
- (E) State of Virginia Special Terms**
- (F) State of New Jersey Special Terms**
- (G) State of Missouri Special Terms**
- (H) Pricing Matrix**
- (I) Warranty and Recommendations**



State of Oklahoma
Department of Central Services
Central Purchasing

Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: SW300

Supplier Legal Name: ZOLL Medical Corporation

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Luis Sanchez
Supplier Authorized Signature

12/10/2010

Certified This Date

Luis Sanchez

Printed Name

EMS Territory Manager

Title

800-348-9011

Phone Number

lsanchez@zoll.com

Email

978-421-0005

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

B.1.1. This contract is for a twelve (12) month period, commencing at award of contract, with the option to renew for Five (5) additional one (1) year periods.

B.2. Required Delivery

B.2.1. Delivery should be made within 120 calendar days after receipt of order by the successful vendor. If circumstances beyond the control of the vendor causes delivery to be longer than 120 calendar days, the vendor shall notify the ordering agency immediately. Vehicles with a build date longer than 120 days, should be noted on their price sheet.

B.3. Type of Contract

B.3.1. This is a firm fixed price contract. Prices may not be increased except at the end of each contract period. As new products become available additional pricing and Items may be added to the Contract. Contractor warrants that prices of materials, equipment, and Services, set forth herein do not exceed those charged by the contractor to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities. Contract is for indefinite delivery and indefinite quantity for the supplies/services specified.

B.4. Authorized Users

RFP's shall cover requirements during the specified period for all 50 states and all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful offeror(s).

CHECK APPROPRIATE BLOCK

☒ Yes, permits usage by other
than State Agencies
☐ No, permits usage by State Agencies only.

B.5. Notice of Award

Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.6. Extension of Contract

The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

B.7. Payment of Invoices

- B.7.1. The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- B.7.2. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
- B.7.3. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.8. Prompt Payment Discounts

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.9. State Purchasing Card.

Does vendor accept the State Purchasing Card (P Card) for all 50 states?. The State of Oklahoma is currently using Mastercard. January 1st 2011 it will be a Visa.

SIGNATURE OF P-CARD ACCEPTANCE

Luis Sanchez Hise

DATE December 10, 2010

B.10. Gratuities

The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing .

B.11. RFP Proposal Conformity

By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

B.12. Warranty

The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B.13. Quarterly Reports: The vendor is required to provide quarterly reports using the attached template (See Section F, Attachment C). The report shall be received within 30 calendar days following the reporting period described herein.

B.13.1. Reports shall provide the total dollar amounts and an Itemized list of sales to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

B.13.2. Reports shall be submitted quarterly regardless of quantity.

B.13.3. Contract quarterly reporting periods & due dates shall be:
January 1 through March 31, Reporting due date: April 30
April 1 through June 30, Reporting due date: July 31
July 1 through September 30, Reporting due date: October 31
October 1 through December 31, Reporting due date: January 31

B.13.4. Reports should be submitted using the attached Excel template (See Section F, Attachment C)

B.13.5. Usage Reports shall be submitted electronically to Central Purchasing, via email or CD to the contracting officer stated in this solicitation, in an Excel Format using the enclosed spreadsheet (Section F, Attachment C) within 30 calendar days upon completion of performance quarter period cited in paragraph below of this contract provision.

B.13.6. **Failure to provide usage reports may result in cancellation or suspension of contract** Note: The attached excel spreadsheet (Section F, Attachment C) must be used for submitting quarterly reports.

B.14. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

B.15. Conflict of Interest

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.16. Patents and Royalties

The Vendor, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.17. Product Acceptability

B.16.1. Proposals may only be considered on products, manufactured or produced for distribution and use in the United States.

B.16.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.18. Product Availability

- B.18.1. Product bid must be a current product model and available for general marketing purposes at the opening of this solicitation. Bidders must use best effort to assure product availability through the duration of the contract period.

B.19. Authorized Representative

- B.19.1. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specification.

B.20. Mandatory Contract

- B.20.1. This contract is mandatory for State of Oklahoma agencies.

B.21. Negotiations

The State may negotiate if deemed necessary, and will determine the scope and subject of any negotiations.

- B.21.1 However, the Offeror should not expect that the State will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation.
- B.21.2 Terms, conditions, prices, methodology, or other features of the Offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- B.21.3 The minimum requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Central Purchasing Division determines that a change in such requirements is in the best interest of the State of Oklahoma.
- B.21.4 Selection of a Contractor for contract negotiations does not guarantee a contract with the State for Services.
- B.21.5 Execution of a contract with the State is contingent upon the successful negotiation of contract terms and conditions

B.22. Contract Management Fees

THE CENTRAL PURCHASING DIVISION SHALL BE PAID A CONTRACT MANAGEMENT FEE OF ONE PERCENT (1%) OF ALL TRANSACTIONS PURCHASED BY ANY ENTITY USING THIS CONTRACT. THE CONTRACT MANAGEMENT FEE SHALL BE NOTED ON THE QUARTERLY REPORTS AND PAID BY THE VENDOR, TO THE CENTRAL PURCHASING DIVISION WITHIN 30 DAYS FROM THE COMPLETION OF THE QUARTERLY REPORTING PERIOD. THE CONTRACT MANAGEMENT FEE SHALL BE SENT TO THE ATTENTION OF THE CONTRACTING OFFICER IDENTIFIED ON THIS SOLICITATION TO:

**DEPARTMENT OF CENTRAL SERVICES, CENTRAL PURCHASING DIVISION PO BOX 528803
OKLAHOMA CITY, OK 73152-8803**

ATTENTION: FLORIAN GIZA.

THE CONTRACT MANAGEMENT FEE IS NOT TO BE CONSIDERED AN ADD-ON FEE TO THE AGENCY, BUT IS TO BE INCLUDED WITHIN THE COST AND DISCOUNT PERCENTAGE PROVIDED WITH THE BIDDERS RESPONSE TO THIS SOLICITATION.

C. SOLICITATION SPECIFICATIONS

Zoll Medical Corporation, Phillips Healthcare, Physio Control Products and Services, and Cardiac Sciences represent the product standards for which this RFP is solicited. Any and all products being proposed, must be determined as equal to or better than any one or all of the following products to be considered through this solicitation. Awards will only be made to Manufacturers. Any States wishing to purchase through a distributor, must use Manufacturer contract and distributor must be approved by the Manufacturer which the distributor represents. Vendors awarded to in this agreement have the option of adding additional product at price protected prices. **Vendors should also classify their products as Class 1- Having No Medical Training or Class 2- Slight Medical Training and any other classes as appropriate.**

C.1 ZOLL AUTOPULSE (AED)

C.1.1. Technical Specifications

C.1.1.1. Specifications provided in this chapter apply to the AutoPulse Resuscitation System Model 100. Intended for use on adults, 18 years of age or older

C.1.2. Patient Parameters

C.1.2.1. The AutoPulse is designed for adults with weight of no more than 300 lbs. (136 kg) with chest circumference of 29.9 to 51.2 in. (76 to 130 cm) and chest width of 9.8 to 15 in. (25 to 38 cm).

C.1.3. LifeBand

C.1.3.1. The latex-free LifeBand is for single-patient use only. The LifeBand consists of a cover plate and two bands integrated with a patient liner and compression pads with a Velcro® fastener.

C.1.4. Operating Parameters

C.1.4.1. Chest displacement Equal to 20% reduction in anterior-posterior chest depth.

C.1.4.2. Physiological duty cycle $50 \pm 5\%$. Compression rate 80 to 5 compressions per minute.
Compression modes (user selectable)

C.1.4.3. 30:2 (30 compressions with two 1.5 second ventilation pauses)

C.1.4.4. 15:2 (15 compressions with two 1.5 second ventilation pauses)

C.1.4.5. Continuous compressions

C.1.4.6. Ventilation pause (30:2 and 15:2 mode) Two pauses of 1.5 seconds.

C.1.5. Physical Specifications

C.1.5.1. Size (L-W-H) 32.5 in. by 17.6 in. by 3.0 in. (82.6 cm by 44.7 cm by 7.6 cm).

C.1.5.2. Weight (excluding AutoPulse Battery) 20.5 lbs. (9.3 kg).

C.1.5.3. Display Dot matrix liquid crystal display (LCD), actively backlit, adjustable contrast.

C.1.6. Platform Environmental

C.1.6.1. Operating temperature +32° to +104°F (0° to +40°C).

C.1.6.2. Storage temperature -4° to +149°F (-20° to +65°C).

C.1.6.3. Relative humidity 5% to 95%, non-condensing.

C.1.6.4. Atmospheric pressure 0 to 15,000 feet above sea level (760 to 428 mmHg).

C.1.6.5. Water resistance Water resistant as defined by IP24 per International Electrotechnical Commission (IEC) 60529.

C.1.6.6. Safety classification Meets IEC 60601 – internally powered equipment, Type BF- Defibrillation

C.1.6.7. Protected, movable, short-time operation, Class III.

C.1.6.8. Electromagnetic susceptibility IEC61000-4-3, 4, 5, and 6 – level 2 (80 MHz to 2 GHz, 3V/m).

C.1.6.9. Electrostatic discharge Meets IEC 61000-4-2 – 6 KV Contact, 8 KV Air.

C.1.6.10. Electromagnetic emissions Meets CISPR 11/EN55011, Group 1, Class A.

C.1.6.11. Patient contacting materials Meets ISO 10993-1 Biological evaluation of medical devices.

C.1.6.12. Shock Meets IEC 60068-2-27 Basic Environmental Testing – Shock (50g, 11ms pulse, half sine wave).

- C.1.6.13. Vibration • Meets IEC 60068-2-64 Basic Environmental Testing – Random Vibration
Broad Band (f1:20-f2:2000, ASD: 0.05).
- C.1.6.13.1. Meets IEC 60068-2-6 Environmental Testing – Vibration (sinusoidal), (10 to 150 Hz, 10m/s²).
- C.1.6.14. Drop Meets IEC 60068-2-32 Basic Environmental Testing – Free Fall – Procedure 1.
- C.1.6.15. Corrosion resistance External components are non-corrosive.
- C.1.6.16. Operating classification Short-time per IEC 60601-1 (30 minutes).

C.1.7. Battery Physical

- C.1.7.1. Size (L-W-H) 11.5 in. by 3.2 in. by 2.2 in. (29.2 cm by 8.1 cm by 5.7 cm).
Weight 5.1 lbs. (2.3 kg).
- C.1.7.2. Type Rechargeable Nickel-Metal Hydride (NiMH)
- C.1.7.3. Battery voltage (nominal) 32.4V
 - C.1.7.3.1. Capacity 3200 mAh (typical) Initial Battery runtime (nominal patient) 30 minutes (typical)
 - C.1.7.3.2. Maximum Battery charge time Less than 4 1/4 hours at 77°F (25°C)
Battery test-cycle time Less than 10 hours per test-cycle session; up to three consecutive sessions possible.
 - C.1.7.3.3. Required replacement interval 100 full charge/discharge cycles.
Note: The Battery will not operate after 100 full charge/discharge cycles.
- C.1.7.4. Battery Environmental
 - C.1.7.4.1. Operating temperature +32° to +113°F (0° to +45°C) ambient installed
 - C.1.7.4.2. Charge temperature +41° to +95°F (5° to +35°C) ambient (68° to 77°F [20° to 25°C] preferred)
 - C.1.7.4.3. Storage temperature • -4° to +77°F (-20° to +25°C) ambient for less than six months (may require test-cycle to meet performance characteristics)
 - C.1.7.4.4. +77° to +95°F (+25° to +35°C) ambient for less than two months (may require test-cycle to meet performance characteristics)
 - C.1.7.4.5. Operating altitude 0 to 15,000 ft. (0 to 4,572 m) Enclosure protection Meets IP24 per IEC 60529
 - C.1.7.4.6. Shock Meets IEC 60068-2-27 Basic Environmental Testing Procedures – Shock (50g, 11ms pulse, half sine wave)
- C.1.7.5. Vibrations
 - C.1.7.5.1. Meets IEC 60068-2-6 Basic Environmental Testing Procedures (10 to 150 Hz, 10 m/s²) Meets IEC 60068-2-64 Basic Environmental Testing Procedures – Random
 - C.1.7.5.2. Vibration Broad Band – General Requirements (f1:20, f2:2000, ASD 0.05)
 - C.1.7.5.3. Free fall Meets IEC 60068-2-32 Basic Environmental Testing Procedures –
- C.1.7.6. Battery EMI/EMC Specifications
 - C.1.7.6.1. Electrostatic discharge IEC 61000-4-2, Level 3
 - C.1.7.6.2. Radiated emissions CISPR 11/EN55011, Group 1, Class A
FCC part 15, Class A
- C.1.7.7. Battery Charger Physical Specifications
 - C.1.7.7.1. Size (L-W-H) 15 in. by 9.75 in. by 9.1 in. (38 cm by 25 cm by 23 cm).
 - C.1.7.7.2. Weight 10 lbs. (4.5 kg)
 - C.1.7.7.3. Operating input voltage 100 to 240V AC
 - C.1.7.7.4. Operating input frequency 50/60 Hz
 - C.1.7.7.5. Input current 2.0 Amps (maximum)
 - C.1.7.7.6. Maximum Battery charge Less than 4 1/4 hours (at 77°F [25°C])
 - C.1.7.7.7. Fuses User-replaceable, T2.0A 250V AC (2 required)

- C.1.7.8. Battery Charger Environmental Specifications
 - C.1.7.8.1. Operating temperature +41° to +95°F (5° to +35°C) (68° to 77°F [20° to 25°C] preferred)
 - C.1.7.8.2. Storage temperature -40° to +158°F (-40° to +70°C)
 - C.1.7.8.3. Relative humidity 5% to 95%, non-condensing.
 - C.1.7.8.4. Operating altitude 0 to 10,000 ft. (0 to 3,048 m)
 - C.1.7.8.5. Enclosure protection Meets IP22 per IEC 60529
 - C.1.7.8.4. Shock (non-operational) Meets IEC 60068-2-27 Basic Environmental Testing Procedures – Shock (50g, 11ms pulse, half sine wave)
 - C.1.7.8.5. Vibration (non-operational) Meets IEC 60068-2-6 Basic Environmental Testing Procedures 10 to 150 Hz, 10m/s²
 - C.1.7.8.6. Meets IEC 60068-2-64 Basic Environmental Testing Procedures –
 - C.1.7.8.7. Vibration Broad Band – General Requirements (f1:20, f2:2000, ASD 0.05)
 - C.1.7.8.8. Free fall (non-operational) Meets IEC 60068-2-32 Basic Environmental
 - C.1.7.8.9. Safety requirements Safety certified to UL2601, CSA 22.2 No. 601.1-M90, EN60601-1

C.2 ZOLL ALS (AED) DEFIBRILLATOR

C.2.1. Physical Characteristics

- C.2.1.1. Weight 13.2 lbs (5.9 kg). Size 5.75 in high x 13.1 in wide x 10.5 in deep (14.6 cm high x 33.3 cm wide x 26.7 cm deep).
- C.2.1.2. Standard type II PCMCIA external card slot.
- C.2.1.3. Standard removable type II standard PCMCIA cards (optional).
- C.2.1.4. Digitally records ECG on a standard type II PCMCIA card (optional).
- C.2.1.5. External paddles attached to the sides of the unit.
- C.2.1.6. Battery that is located on the top.
- C.2.1.7. Color coordinated front panel to separate the monitoring, defibrillation and pacing functions.
- C.2.1.8. Defibrillator discharge button that illuminates when device is charged and ready to deliver shock.
- C.2.1.9. Option for an affixed protective roll cage.
- C.2.1.10. Optional carry case system that is affixed to the roll cage securely.
- C.2.1.11. Integral carry bags providing an independent location for each cable
- C.2.1.12. Tested through multi-function cable or paddles.
- C.2.1.13. Testing capability which tests: charging, energy delivery, paddles, multi-function cable. test cap to allow multi-function cable testing.
- C.2.1.14. Built-in AC or DC power as a standard feature.
 - C.2.1.14.1. 2.75 hours typical continuous ECG monitoring time with a new sealed lead acid battery.
 - C.2.1.14.2. 4.25 hrs typical continuous ECG monitoring time with a new Lithium ion battery.
 - C.2.1.14.3. GPS Clock Sync feature as a standard option.

C.2.2. CPR Quality Improvement

- C.2.2.1. Real-time audio and visual (optional) CPR rate and depth feedback as a standard feature.
- C.2.2.2. CPR artifact filtering to allow rescuer to see organized underlying rhythms to minimize pauses in compressions as a standard feature.
- C.2.2.3. AHA Guidelines 2005 compliant and upgradeable to AHA Guidelines 2010 as necessary.
- C.2.2.4. Option for CPR data to be recorded to a PCMCIA card.
- C.2.2.5. Ability to review CPR on a software program to provide a complete review of the compressions delivered.
- C.2.2.6. A filter that will allow continuous chest compressions to be done for the full duration of the users CPR protocol.
- C.2.2.7. The CPR option to be used in a moving environment, such as an ambulance.
- C.2.2.8. The CPR option , Anterior-posterior pad placement.
- C.2.2.9. When the CPR option is in use, the SpO₂ monitoring functionality available.
- C.2.2.10. The CPR feedback available with the standard pads or paddles cable connected to the unit.

C.2.3. Monitoring

- C.2.3.1. Patient monitoring through 3, 5 and 10 lead ECG cables, multi-function electrodes and paddles.
- C.2.3.2. Lead selector button located on front panel that allows user to change leads by pushing lead button.
- C.2.3.3. Lead selected IS on display at all times.
- C.2.3.4. Fully defibrillator protected leads.
- C.2.3.5. Dedicated circuitry that detects most implanted pacer spikes.
- C.2.3.6. Standard marker of pacer spike on ECG trace.
- C.2.3.7. Bandwidths: 0.5 – 21 Hz standard/ 0.05 - 150 Hz diagnostic/ 0.5 Hz – 27 Hz and 1 Hz – 21 Hz user -configurable
- C.2.3.8. ECG sizes: 0.5, 1.0, 1.5, 2.0, 3.0 cm/mV capable of being displayed on monitor.
- C.2.3.9. Digital Heart Rate display of 0 – 300 bpm +/- 5 %
- C.2.3.10. Heart rate on display.
- C.2.3.11. Heart rate alarms that are user selectable.
- C.2.3.12. Heart rate alarms as follows: tachycardia 60 – 280 bpm and bradycardia 20 – 100 bpm.
- C.2.3.13. Heart rate alarms have an on/off symbol displayed on monitor.
- C.2.3.14. Heart rate alarms provide the user with a generated strip chart recording and audible tone when activated.
- C.2.3.15. Heart rate alarms are smart alarms with beeper/voice prompts indicating shockable rhythm in AED mode.
- C.2.3.16. 1-volt/cm ECG out.
- C.2.3.17. Able to be put into diagnostic bandwidth by provider through soft keys on front panel.
- C.2.3.18. AED Mode uses SpO₂, SpCO, SpMet, 12-lead and NIBP monitoring parameters.

C.2.4. Electrodes

- C.2.4.1. Multi-Function Electrodes that allow pacing, defibrillation, cardioversion and ECG monitoring via one set of disposable pads.
- C.2.4.2. Electrodes available in two sizes for adults and pediatrics.
- C.2.4.3. The Multi-Function Electrodes allow the user to pre connect the electrodes without compromising shelf life.
- C.2.4.4. Electrodes have an optional accelerometer to enable CPR feedback and artifact filtering functionality.

C.2.5. Display

- C.2.5.1. High resolution color liquid crystal display as a standard feature.
- C.2.5.2. Able to change display from color to black on white or white on black through the push of a button.
- C.2.5.3. Screen size that is a minimum of 5.63 inches (14.3cm) diagonally.
- C.2.5.4. Screen with a sweep speed of 25 mm sec.
- C.2.5.5. Screen that provides a minimum viewing time of 4 seconds.
- C.2.5.6. Provides the capability of viewing 1 ECG and one parameter channel simultaneously.
- C.2.5.7. Has a display that provides the following information: heart rate, lead/pads, alarm on/off, SpO₂, SpCO, SpMet, EtCO₂, NIBP, AED functions and prompts, defibrillator test function, self test function, error corrections and faults, pacer functions, code markers, alarm selection and limits, delivered energy, joule settings, ECG size, synchronized cardioversion.

C.2.6. Defibrillator

- C.2.6.1. Utilizes a high current, low energy rectilinear, constant current biphasic waveform.
- C.2.6.2. The following energy selections are available to provider in manual mode operation: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 85, 100, 120, 150 and 200 joules.
- C.2.6.3. Clinical evidence of 95% or better conversion rate at 120J.
- C.2.6.4. Clinical evidence of >95% success on high impedance patients.
- C.2.6.5. Meets current AHA specifications for biphasic defibrillation (≤ 200 j low energy, scientific data to support efficacy claims).
- C.2.6.6. Allows provider the ability to adjust energy selection controls on device front panel or sternum paddle.
- C.2.6.7. Able to charge to 200 joules in 6 seconds or less with a new fully charged battery.
- C.2.6.8. Display energy selected and delivered on monitor display, strip chart recorder and code summary.

- C.2.6.9. Has synchronized cardioversion capability with "sync" message displayed on monitor.
- C.2.6.10. Has charge controls on both the front panel of unit, as well as, on apex paddle.
- C.2.6.11. Has optional paddles that are external anterior/anterior adult and pediatric paddles.
- C.2.6.12. Adult paddles slide off paddle housing to expose pediatric paddles.
- C.2.6.13. Unit contains a built in defibrillator tester that tests energy output and continuity of the multi-function cable and paddles Documented on strip chart recorder and optional PCMCIA card.
- C.2.6.14. Has a " Multi-function" cable that is field replaceable.
- C.2.6.15. Has a single "Multi-function cable" that operates both multi-function electrodes and external paddles.

C.2.7. Recorder

- C.2.7.1. Utilizes a thermal strip chart recorder.
- C.2.7.2. Strip chart recorder uses 90mm paper width thermal recording paper.
- C.2.7.3. Strip chart recorder utilizes a 6 second delay.
- C.2.7.4. Strip chart recorder able to print the following annotations: Time, date, defib. energy, heart rate, pacer output (pacer C.2.7.5. version only), QRS sync marker, ECG SIZE, lead, alarm, DEFIB TEST OK/FAIL, ANALYZE ECG, PADS OFF, ANALYSIS HALTED, NOISY ECG, SHOCK ADVISED, NO SHOCK ADVISED, ECG TOO LARGE and diagnostic bandwidth.
- C.2.7.5. Has user configurable print out modes offering manual or automatic recording options initiated by alarm activation or defibrillator discharge.
- C.2.7.6. Strip chart recorder able to print 3 leads simultaneously, diagnostic bandwidth and a 4x3 12-lead printout.

C.2.8. Pacemaker

- C.2.8.1. Unit utilizes a constant current 40 ms pace pulse width duration waveform.
- C.2.8.2. Unit has a continuously variable current level.
- C.2.8.3. Unit has a continuously variable pacing rate from 30-180 ppm.
- C.2.8.4. Pacer parameters are maintained when switching back to defibrillation or monitor mode.
- C.2.8.5. The heart rate alarms function in the pacing mode.
- C.2.8.6. Has 4:1 button that allows viewing of intrinsic patient rhythm without losing pacing capture.
- C.2.8.7. Configurable for initial setting of pacing rate.
- C.2.8.8. Displays pacing rate and milliamps on display.
- C.2.8.9. The pacer continues to deliver life-saving therapy in the event an ECG lead falls off.
- C.2.8.10. Able to pace through multi-function or pacing electrodes.

C.2.9. 12- lead ECG

- C.2.9.1. The 12-lead ECG does not require any special hardware or proprietary software on the receiving end.
- C.2.9.2. The 12-lead parameter reside within a defibrillator weighing less than 13.2 lbs.
- C.2.9.3. The 12-lead parameter provides a diagnostic 12-lead ECG 4x3 printout by holding the recorder button for two seconds.
- C.2.9.4. The 12-lead parameter is capable of providing a diagnostic 12-lead ECG printout with interpretation by pressing the acquire button in the 12-lead mode.
- C.2.9.5. The 12-lead parameter utilizes the GE Marquette 12-SL ECG Analysis Program
- C.2.9.6. The 12-lead parameter allows direct transmission of 12-lead ECG via land or cell phone to a standard fax machine, printer, e-mail address or "smart phone."
- C.2.9.7. The 12-lead parameter provideS a user configuration that allows the option of printing detailed measurements along with the interpretation.
- C.2.9.8. The 12-lead ECG is capable of being acquired without entering deep menus and without the use of a trim knob.
- C.2.9.9. The unit offers an optional 0.05 to 40hz bandwidth
- C.2.9.10. The 12-lead parameter allows users to easily insert patient name, age and gender using soft keys on the defibrillator
- C.2.9.11. The 12-lead parameter allows users to print the 12-SL Analysis Interpretation including measurements and patient name, age and gender on 90mm fan-fold paper.
- C.2.9.12. The 12-lead parameter is capable of storing up to 24 pre-programmed telephone numbers facilitating rapid and easy 12-lead ECG transmission.
- C.2.9.13. The 12-lead parameter allows configuration of user defined lead groups for rapid printout and review of pertinent ECG.

- C.2.9.14. The 12-lead patient cable consists of 4 limb leads and a separate V lead cable.
- C.2.9.15. The 12-lead patient cable is capable of providing limb lead signals directly to the defibrillator when only the limb leads are attached.
- C.2.9.16. The 12-lead patient cable accommodates either snap or clip connectors.
- C.2.9.17. The 12-lead parameter is capable of providing an automatic patient identifier using 7 alphanumeric characters.
- C.2.9.18. The 12-lead parameter is capable of providing a device identifier using 3 alphanumeric characters.
- C.2.9.19. Able to provide direct connectivity, without the use of an additional interface or format translator to the GE Medical Systems MUSE systems for the transmission of 12-lead ECG.
- C.2.9.20. Unit is able to provide direct transmission of the 12-lead ECG to the GE Medical Systems MAC 5000 cardiograph.
- C.2.9.21. Unit provides the option for integrated Bluetooth for the wireless transmission of 12-lead ECG and vital sign data to fax, email or to a printer.
- C.2.9.22. Unit is able to transmit 12-lead and vital sign data wirelessly to a PDA and /or Laptop that sends the data to a fax, email or to a printer.
- C.2.9.23. Unit is upgradeable to allow the use of an integrated Bluetooth option for the wireless transmission of 12-lead and vital sign data via a cell phone or other communication technology.
- C.2.9.24. Unit is able to transmit 12-lead ECG information through a standard type II PCMCIA fax/modem card or Bluetooth wireless technology.
- C.2.9.25. Unit provides serial communication capability through an RS232 serial port.
- C.2.9.26. Unit is able to transmit 12-lead and vital data both automatically and manually on acquisition.
- C.2.9.27. Unit is able to transmit all trend history data stored in the memory to either a PDA or laptop.
- C.2.9.28. Unit is able to transmit all data stored on a PC card to a remote handheld device.
- C.2.9.29. Unit offers the option of direct fax transmission via a Bluetooth option.

C.2.10. Pulse CO-Oximetry

- C.2.10.1. The unit is integrated oxygen (SpO₂), carbon monoxide (SpCO) and methemoglobin (SpMet) measurement.
- C.2.10.2. The unit has the ability to automatically display SpO₂, SpCO and SpMet values on the screen without user intervention.
- C.2.10.3. Alarm settings for SpCO and SpMet is user configurable.
- C.2.10.4. The unit utilizes pulse oximetry technology that has FDA 510(k) clearance for use during patient motion and low perfusion.
- C.2.10.5. The unit includes Masimo SET/Rainbow technology.
- C.2.10.6. The unit utilizes pulse oximetry sensors that work in bright sunlight.
- C.1.10.7. The unit utilizes alarms that are user adjustable in the field.

C.2.11. Capnography

- C.2.11.1. The unit, when purchased with SpO₂, has an EtCO₂ port.
- C.2.11.2. All units with an EtCO₂ port are upgradeable to include CO₂ by plugging in a mainstream or sidestream CAPNO 5 sensor.
- C.2.11.3. Unit offers a solid-state CAPNOSTAT 5 module or sensor located outside of the device, allowing easy replacement if necessary.
- C.2.11.4. Unit is able to offer the option to upgrade to either mainstream or sidestream capnography or both with sensor located outside of the unit allowing easy service and replacement if needed.
- C.2.11.5. The EtCO₂ sidestream option provides a removable, disposable sample cell as part of the sampling kit.
- C.2.11.6. The defibrillator is capable of providing continuous EtCO₂ and respiratory rate readings as well as a capnogram for on-screen display or print-out.
- C.2.11.7. The sidestream sample pump is rated for 24,000 hours of continuous use.
- C.2.11.8. The CO₂ sensors used do not require a yearly calibration check.
- C.2.11.9. Unit displays an EtCO₂ reading and a capnogram within 15 seconds or less and warm up in less than 80 seconds.
- C.2.11.10. The is at full operating specification in less than 3 minutes.

C.2.12. Non-Invasive Blood Pressure

- C.2.12.1. Unit is capable of acquiring a blood pressure within a typical measurement time of 30 seconds or less on average.
- C.2.12.2. Unit incorporates oscillometric technology.
- C.2.12.3. Unit displays systolic, diastolic and mean pressures.
- C.2.12.4. Unit is capable of taking automatic, stat or manual measurements.

- C.2.12.5. Automatic intervals are adjustable to 2.5, 5, 10, 15, 20, 30, 45, 60, 90, and 120 minutes
- C.2.12.6. Stat mode allows up to 10 measurements within 5 minutes.
- C.2.12.7. Unit includes an artifact indicator which is displayed when excessive artifact is detected.
- C.2.12.8. Unit displays a cuff inflation status bar.
- C.2.12.9. Unit is capable of displaying and/or printing up to 4 hours of patient BP history data.

C.2.13. Battery/Charging Systems

- C.2.13.1. Unit is capable of using rechargeable sealed lead acid batteries and/or rechargeable lithium ion batteries.
- C.2.13.2. New, fully charged sealed lead acid batteries provides the following capacities: 2.75 hours of continuous ECG monitoring, 2.25 hours of continuous ECG monitoring/pacing at 60 mA, 80 beats per minute and 40 defibrillator discharges at a maximum energy of 200 joules. (without additional monitoring parameters)
- C.2.13.3. New, fully charged lithium ion batteries provide 4.25 hours of continuous ECG monitoring or 3.75 hours of continuous ECG monitoring/pacing at 60Ma, 80 beats per minute and 100 defibrillator discharges at a maximum energy of 200 joules.
- C.2.13.4. Unit offers optional "Smart" batteries that calculate capacity as well as charge allowing providers to view the amount of monitoring time in the battery.
- C.2.13.5. Smart batteries utilize an LED gauge showing in ½ hour increments available battery life.
- C.2.13.6. Smart batteries have 2 separate components: smart chip and cells.
- C.2.13.7. The smart chip or cells is field replaceable.
- C.2.13.8. The battery is easy to change.
- C.2.13.9. The unit offers a battery option with a recharge time of 4 hours or less with the integral charger.
- C.2.13.10. The unit provides a LOW BATTERY indicator which displays on the monitor.
- C.2.13.11. The unit provides a Battery Management charger system capable of charging both sealed lead acid and lithium ion batteries.
- C.2.13.12. The unit comes with a Battery Management Software program for maintenance and conditioning of the batteries.
- C.2.13.13. The AC charger uses a standard grounded cable to operate charging system in AC mode.
- C.2.13.14. The DC charger utilizes the following DC connectors: cigarette lighter adapter or standard DC connector.
- C.2.13.15. When plugged in, the AC or DC charger is able to recharge a depleted sealed lead acid battery or lithium ion battery, operate the unit without a battery or batteries in unit and simultaneously recharge battery and operate unit.
- C.2.13.16. The AC or DC charger is able to operate at total functionality while drawing power off of recommended vehicle inverters.
- C.2.13.17. The battery support system is capable of the simultaneous charging of 4 sealed acid batteries at one time.
- C.1.13.18. The battery support system is capable of the simultaneous testing of up to 4 sealed lead acid batteries at one time.
- C.2.13.19. The battery support system has an auto test feature that automatically tests charges and recalibrates sealed acid batteries whenever a battery is installed in system.

C.3. ZOLL AED Pro Bid Specifications

C.3.1. Defibrillator

- C.3.1.1. The AED has a high-resolution LCD screen
- C.3.1.2. Waveform: Device utilizes a Rectilinear Biphasic waveform
- C.3.1.3. The device displays number of shocks on the screen
- C.3.1.4. The device displays a filtered ECG rhythm when the unit is in manual mode and CPR is being performed
- C.3.1.5. The AED utilizes a low energy rectilinear biphasic waveform
- C.3.1.6. The energy settings must be user configurable with a maximum energy setting of 200 joules and a minimum of 150 joules for ADULT victims
- C.3.1.7. The AED invokes a specific pediatric algorithm when pediatric pads are attached, with a maximum setting of 85 joules and a minimum of 50 joules
- C.3.1.8. The defibrillator has a metronome set at 100 beats/second to assist the rescuer with the rate of CPR compressions

C.3.2. Environmental

- C.3.2.1. The AED meets water and particulate ingress ratings of IP55 per IEC 60529

- C.3.2.2. The AED will pass a 1.5 meter drop test per IEC 68-2-32
- C.3.2.3. Operating temperature: 0°C to 50°C

C.3.3. Device Settings

- C.3.3.1. The AED is capable of operating in semi-automatic and/or manual mode
- C.3.3.2. The AED is able to monitor a patient through a 3-Lead ECG cable, and have voice/text prompts for a low heart rate and/or a shockable rhythm. In manual mode while CPR chest compressions are being performed the unit has the ability to filter CPR artifact, displaying a filtered ECG rhythm
- C.3.3.3. Voice and visual prompts in the AED is user configurable
- C.3.3.4. The AED has 34 user configurable prompts
- C.3.3.5. Device CPR time setting is configurable in 30 second increments from 30 seconds to 180 seconds, and has the option of an extended (no set-time) CPR interval.
- C.3.3.6. Ability to configure device self-test interval from one to seven days.

C.3.4. Battery Options

- C.3.4.1. The AED is capable of running on Sealed lead Acid, Lithium Manganese or Lithium Ion batteries
- C.3.4.2. The Sealed Lead Acid and Lithium Ion batteries are rechargeable
- C.3.4.3. The AED's battery is compatible and can be used with a professional manual defibrillator

C.3.5. Electrodes

- C.3.5.1. The AED has the capability of monitoring a patient with a 3 lead patient cable through ECG
- C.3.5.2. The AED offers the option of a pre-connected one-piece electrode for ease of application
- C.3.5.3. The electrode is expandable to fit patients of various sizes
- C.3.5.4. The one-piece electrode has a shelf-life of 5 years
- C.3.5.5. The AED is compatible with two piece electrodes allowing both AA and AP placement.
- C.3.5.6. The two piece electrodes also offer an integrated CPR rate and depth sensor
- C.3.5.7. Ability to pre-connect electrode pads
- C.3.5.8. Warranty
- C.3.5.9. The devices' outer housing has a limited lifetime warranty
- C.3.5.10. The device has a 5 year warranty

C.3.6. Event Documentation

- C.3.6.1. The AED has an **internal** memory capable of recording up to 5.8 hours of continuous use.

C.3.7. Information

- C.3.7.1. The internal memory can be configurable to record information for one to four patients
- C.3.7.2. The AED offers the ability to download data via a built in IrDA port or through a removable USB key.

C.4. PHILLIPS HS1 DEFIBRILLATOR SPECIFICATIONS

C.4.1. Specifications

- C.4.1.1. Defibrillator delivers therapy using a biphasic truncated exponential waveform and automatically adjust parameters as a function of chest impedance during delivery of the waveform.
- C.4.1.2. Defibrillator is available for use on any patient of any age, including small children and infants.
- C.4.1.3. Defibrillator delivers 150 Joules nominal energy to a 50-ohm load.
- C.4.1.4. Defibrillator provides the first voice prompt within 3 seconds of power-on.
- C.4.1.5. Defibrillator achieves full charge within 1 second of shock advised.
- C.4.1.6. Defibrillator is able to deliver a shock within 10 seconds after the end of the CPR pause
- C.4.1.7. The defibrillator will fully disarm the capacitor internally under any of the following conditions:
 - C.4.1.7.1. A no shock decision is reached.

- C.4.1.7.2. The defibrillator is turned off.
- C.4.1.7.3. 30 seconds after arming if the shock button is not pressed.
- C.4.1.7.4. The defibrillation pads are removed from the patient.
- C.4.1.8. The defibrillator provides natural sounding, high fidelity voice prompts.
- C.4.1.9. The defibrillator provides voice prompts that are responsive to/interactive with the user's actions with the adhesive pads
- C.4.1.10. The defibrillator possesses the ability to do CPR voice coaching
- C.4.1.11. The defibrillator reminds the user to call Emergency Medical Services
- C.4.1.12. The defibrillator patient analysis algorithm detects electrical noise (artifact) that could interfere with the device's ability to perform analysis
- C.4.1.13. The defibrillator must reject pacemaker artifact
- C.4.1.14. The defibrillator analyzes the heart rhythm without requiring the user to initiate analysis.
- C.4.1.15. The defibrillator does not require a pulse-check before being applied, per AHA protocol.
- C.4.1.16. The defibrillator permits modification of device settings to match prevailing protocols.
- C.4.1.17. Defibrillator Size, Weight and Durability Specifications:

C.4. 2. Specifications

- C.4.2.1. Defibrillator unit weighs no more than 3.3 pounds with the battery installed and pads attached.
- C.4.2.2. The defibrillator withstands a drop of 1 meter to any edge, corner, or surface and remain operational.
- C.4.2.3. The defibrillator is no larger than the following dimensions:
 - C.4.2.3.1. Under 195 cubic inches (2.8" H x 8.3" W x 7.4" D)
- C.4.2.4. Defibrillator Maintenance and Testing specification.
 - C.4.2.4.1. The defibrillator conducts an automated self-test at the following intervals/events:
 - C.4.2.4.1.1. Daily
 - C.4.2.4.1.2. Weekly
 - C.4.2.4.1.3. Monthly
 - C.4.2.4.1.4. Following the Insertion of battery (BIT test)
 - C.4.2.4.1.5. When the defibrillator has been stored outside prescribed temperature range
 - C.4.2.4.1.7. After attaching pads
 - C.4.2.4.1.8. Continuously while in operation
- C.4.2.5. The defibrillator provides an active visual and audible indicator that it has passed all internal self-tests and is ready for deployment.
- C.4.2.6. The defibrillator provides a visual and audible indicator when:
 - C.4.2.6.1. An error is detected during self-testing
 - C.4.2.6.2. The defibrillator has been stored outside of the prescribed temperature range
 - C.4.2.6.3. The battery is low, depleted, or missing
- C.4.2.7. The defibrillator includes a full energy discharge test as part of its automatic and periodic self-testing.
- C.4.2.8. The defibrillator tests for the usability of the pads using gel moisture as a measure of impedance on a daily basis.
- C.4.2.9. The defibrillator verifies calibration during self-testing without requiring the use of an external device.

C.4.3. Defibrillator Energy Source Specifications: Standard Battery

- C.4.3.1. The defibrillator utilizes a lithium manganese dioxide

- battery that is disposable and recyclable.
- C.4.3.2. The primary battery provides an operating capacity of at least 90 full energy shocks or at least 3 hours of "On" time or a Standby time that is typically at least 4 years (3 years minimum).
- C.4.3.3. The lithium battery has an install by date of at least 5 years from date of manufacture.
- C.4.3.4. Battery replacement and subsequent readiness for use takes no longer than 30 seconds.

C.4.4. Defibrillation Pads and Cable Specifications:

- C.4.4.1. Defibrillation pads are integrated into the defibrillator.
- C.4.4.2. Comprehensive placement icons appears on each defibrillation pad.
- C.4.4.3. Defibrillation pads are available for use in infant/child applications (specifically for children 55 lbs. or less or 8 years old or younger).
- C.4.4.4. Cable length of the defibrillation pads are at least 40 inches for infants/children and 54 inches for adults.

C.4.5. Data Collection and Review Specifications:

- C.4.5.1. Event documentation and review tools that meet Utstein guidelines are provided.
- C.4.5.2. The defibrillator provides the means to collect and store up to 15 minutes of ECG data and unlimited Event data.
- C.4.5.3. Software that is PC compatible to download and review event data must be available.

C.4.6. Defibrillator Training Specifications:

- C.4.6.1. The defibrillator must support a training mode in which a shock is simulated but not delivered. Eight training scenarios should be available.
- C.4.6.2. Training shall also be made available via a separate, stand alone defibrillator training unit. This training unit must be clearly distinguishable from an actual defibrillator, and must not be capable of delivering an actual shock.
- C.4.6.3. Training electrodes shall be capable of 100 applications to standard training manikins.

C.5. PHILLIPS FRX DEFIBRILLATOR

C.5.1. Specifications

- C.5.1.1. Defibrillator delivers therapy using a biphasic truncated exponential waveform and automatically adjust parameters as a function of chest impedance during delivery of each waveform.
- C.5.1.2. Defibrillator is available for use on any patient of any age, including children and infants without having to deploy two sets of pads for different patient types
- C.5.1.3. Defibrillator delivers 150 Joules nominal energy to a 50-ohm load.
- C.5.1.4. Defibrillator provides the first voice prompt within 3 seconds of power-on.
- C.5.1.5. Defibrillator achieves full charge within 1 second of shock advised.
- C.5.1.6. Defibrillator is able to deliver a shock within 8 seconds typically after the end of the CPR pause
- C.5.1.7. The defibrillator fully disarms the capacitor internally under any of the following conditions:
 - C.5.1.7.1. A no shock decision is reached.
 - C.5.1.7.2. The defibrillator is turned off.
 - C.5.1.7.3. The shock button is not pressed within 30 seconds of arming.
 - C.5.1.7.4. The defibrillation pads are removed from the patient.

- C.5.1.8. The defibrillator provides natural sounding, high fidelity voice prompts.
- C.5.1.9. The defibrillator provides voice prompts that are responsive to/interactive with the user's actions with the defibrillator pads case
- C.5.1.10. Defibrillator provides CPR voice coaching for adults, infants and children
- C.5.1.11. The defibrillator reminds the user to call Emergency Medical Services
- C.5.1.12. The defibrillator has a descriptive icon interface that supports the user's ability to place pads on the patient's chest, stay clear of the patient and deliver a shock if needed
- C.5.1.13. The defibrillator patient analysis algorithm detects electrical noise (artifact) that could interfere with the device's ability to perform analysis
- C.5.1.14. The defibrillator rejects pacemaker artifact
- C.5.1.15. The defibrillator must analyze the heart rhythm without requiring the user to initiate analysis.
- C.5.1.16. Defibrillator does not require a pulse-check before being applied, per AHA protocol.
- C.5.1.17. Defibrillator unit must weigh no more than 3.5 pounds with the battery installed and pads attached.
- C.5.1.18. The defibrillator must be no larger than the following

C.5.2. DIMENSIONS

- C.5.2.1. Under 152 cubic inches (2.4" H x 7.1." D x 8.9" W)
- C.5.2.2. The defibrillator withstands a drop of 1 meter to any edge, corner, or surface and remain operational.
- C.5.2.3. Defibrillator is rated at least IP55 water jet and dust proof
- C.5.2.4. Defibrillator is able to withstand a crush weight of at least 500 pounds of weight
- C.5.2.5. Defibrillator is able to withstand temperatures of 0 to 50 C (32 to 122 F) in standby and operating modes
- C.5.2.6. Defibrillator is rated for use in commercial aircraft per RTCA/D0-160D
- C.5.2.7. Defibrillator is rated to support altitudes of 0 to 15,000 feet

C.5.3. Defibrillator Maintenance and Testing Specifications

- C.5.3.1. The defibrillator conducts an automated self-test at the following intervals/events:
 - C.5.3.1.1. Daily
 - C.5.3.1.2. Weekly
 - C.5.3.1.3. Monthly
 - C.5.3.1.4. Following the Insertion of battery (BIT test)
 - C.5.3.1.5. After attaching pads
 - C.5.3.1.6. Continuously while in operation
 - C.5.3.1.7. The defibrillator must provide an active visual and audible indicator that it has passed all internal self-tests and is ready for deployment.
- C.5.3.2. The defibrillator provides a visual and audible indicator when:
 - C.5.3.2.1. An error is detected during self-testing
 - C.5.3.2.2. The defibrillator has been stored outside of the prescribed temperature range
 - C.5.3.2.3. The battery is low
- C.5.3.3. The defibrillator provides a visible indicator when:
 - C.5.3.3.1. The battery is dead or missing
- C.5.3.4. The defibrillator is include a full energy discharge test as part of its automatic and periodic self-testing.
- C.5.3.5. The defibrillator is tested for the usability of the pads using gel moisture as a measure of impedance on a daily basis.
- C.5.3.6. The defibrillator verifies calibration during self-testing without requiring the use of an external device.

C.5.4. Defibrillator Energy Source Specifications

- C.5.4.1. The defibrillator utilizes a lithium manganese dioxide battery.

- C.5.4.2. The battery is disposable in normal household waste.
[Applies in United States only.]
- C.5.4.3. The primary battery provides an operating capacity of at least 200 full energy shocks or at least 4 hours of "On" time or a Standby time that is typically at least 4 years.
- C.5.4.4. The battery has an install by date of at least 5 years from date of manufacture.
- C.5.4.5. The battery is a single pack to simplify the removal and replacement of the battery system.

C.5.5. Defibrillation Pads and Cable Specifications

- C.5.5.1. Defibrillation pads must be preconnected to the defibrillator.
- C.5.5.2. Placement icons must appear on each defibrillation pad.
- C.5.5.3. The defibrillator must be capable of treating patients of any age with the same set of pads – both adults and infant/child (children 55 lbs. or less or 8 years old or younger).
- C.5.5.4. Cable length of the defibrillation pads must be at least 48 inches.
- C.5.5.5. Defibrillator pads must be compatible with Philips HeartStart connector plug and adapters to Medtronic and Zoll defibrillators

C.5.6. Data Collection and Review Specifications

- C.5.6.1. Event documentation and review tools that meet Utstein guidelines must be available.
- C.5.6.2. The defibrillator must provide the means to collect and store up to 15 minutes of
- C.5.6.3. ECG data and seven years (typical) of Event and system data.
- C.5.6.4. Software that is PC or palmOne compatible to download and review event data must be available.

C.5.7. Defibrillator Training Specifications

- C.5.7.1. The defibrillator must support a training mode in which a shock is simulated but not delivered. Eight training scenarios should be available.
- C.5.7.2. Training shall also be made available via a separate, stand-alone defibrillator-training unit. This training unit must be clearly distinguishable from an actual defibrillator, and must not be capable of delivering an actual shock.
- C.5.7.3. Training electrodes shall be capable of 100 applications to standard training manikins.

C.5.8. Defibrillator Configuration Specifications

- C.5.8.1. Defibrillator must support CPR coaching with and without ventilations
- C.5.8.2. Defibrillator must support CPR and protocol pauses of varying lengths between 30 seconds and 3 minutes.
- C.5.8.3. Defibrillator must allow for configuration of the Call Emergency Medical Services prompt to varying positions within the protocol

C.6. CARDIAC SCIENCE PRODUCT SPECIFICATIONS

C.6.1. DEFIBRILLATOR: Powerheart G3 (Automatic and Semi-Automatic)

- C.6.1.1. 9390A fully automatic version and 9390E semi- automatic version
- C.6.1.2. Waveform STAR® biphasic truncated exponential
- C.6.1.3. Escalating Variable Energy (VE) 95J to 351J
- C.6.1.4. Automatic for 9390A; single-button operation for 9390E
- C.6.1.5. Five energy protocols available
- C.6.1.6. RescueCoach voice instructions guide user confidently through rescue process
- C.6.1.7. Metronome for compression frequency
- C.6.1.8. Displays rescue prompts to guide user through rescue process as well as additional critical rescue information for EMS responders
- C.6.1.9. Rescue Ready status indicator, SmartGauge battery status indicator, service indicator, PAD indicator, text display
- C.6.1.10. Voice prompt, system alert
- C.6.1.11. Built-in automatic synchronization feature
- C.6.1.12. Pacemaker pulse detection
- C.6.1.13. Programmable via MDLink®
- C.6.1.14. Pediatric capability

C.6.2. Powerheart G3 Pro (Semi-Automatic with Manual Override)

- C.6.2.1. 9300P (semi-automatic with manual override)
- C.6.2.2. Waveform STAR® biphasic truncated exponential
- C.6.2.3. Escalating Variable Energy (VE) 95J to 351J
- C.6.2.4. Shock button and manual override
- C.6.2.5. Five energy protocols available
- C.6.2.6. Clear, concise voice prompts guide user through the rescue
- C.6.2.7. Displays written instructions to guide user through rescue process, SmartGauge battery status indicator, service indicator, pad indicator, text display, ECG display
- C.6.2.8. 3.5 in (8.9 cm) diagonal transreflective TFT display with 320 x 240 pixels (quarter VGA). Resolution is 113.5 dots/in (4.47 dots/mm)
- C.6.2.9. Rescue Ready status indicator
- C.6.2.10. Voice prompt, system alert
- C.6.2.11. Built-in automatic synchronization feature
- C.6.2.12. Pacemaker pulse detection
- C.6.2.13. Programmable via MDLink®
- C.6.2.14. Pediatric capability

C.6.3. ELECTRODES: For Powerheart G3 / G3 Plus / G3 Pro(Automatic and Semi- Automatic)

- C.6.3.1. Minimum combined surface area:35.3 sq in
- C.6.3.2. Extended length of lead wire: 4.3 ft
- C.6.3.3. Self-checking, pre-connected to the AED
- C.6.3.4. Adult, pre-gelled, self-adhesive, disposable, non-polarized (identical pads can be placed in either position) defibrillation pads
- C.6.3.5. Shelf life: 2 years

C.6.4. BATTERY: Powerheart G3 / G3 Plus (Automatic and Semi-Automatic)

- C.6.4.1. Extended Life IntelliSense® lithium battery
- C.6.4.2. 4-year, full operational replacement from date battery is inserted
- C.6.4.3. 5 year Shelf Life
- C.6.4.4. No. of Discharges 290 at 20°C

C.6.5. BATTERY: Powerheart G3 Pro (Semi-Automatic with Manual Override)

- C.6.5.1. 9145 IntelliSense® lithium battery (2- Battery Option)
- C.6.5.2. 1-year, or 12 hours of use whichever occurs first
- C.6.5.3. 9144 rechargeable battery

C.6.6. ENVIRONMENTAL: Powerheart G3, G3 Plus and G3 PRO

- C.6.6.1. Operating temperature: -22°F to +149°F
- C.6.6.2. Humidity 5% to 95% (non-condensing).
- C.6.6.3. Water Resistance IEC 60529, IP24
- C.6.6.4. Vibration and shock IEC 60068-2-29 bump test, 40g and 6000 bumps; IEC 60068-2-64 vibration (random) test, 10Hz-2KHz, 0.005-0.0012 g2/Hz; EC 60068-2-6 vibration (sine) test, 10Hz-60Hz, 0.15 mm and 60Hz-150Hz, 2g
- C.6.6.5. Free Fall Drop IEC 60068-2-32, 1 m. IEC 55011/CISPR 11, Group 1, Class B specifications for EM (radiated); IEC 61000-4-3, Level X, (20V/m); IEC 60601-2-4, Section 36.202.3 (20-V/m); AAMI DF39, Section 3.3.21.2.1 immunity tests (E-M); IEC 61000-4-8, 80A/M; IEC 60601-2-4, Section 36.202.8; AAMI DF39, Section 3.3.21.2.3 80A/m, 47.5Hz-1320Hz immunity tests (magnetic); IEC 61000-4-2, Level 3; IEC 60601-2-4, Section 36.202.2; 6KV contact discharge, 8KV air gap discharge for immunity tests (ESD).

C.6.7. AUTOMATED SELF-CHECKS: for Powerheart G3, G3 Plus(Automatic and Semi-Automatic), & G3 Pro

- C.6.7.1. Daily Battery, pads (presence and function), internal electronics, SHOCK/CONTINUE button, and software
- C.6.7.2. Weekly Battery, pads (presence and function), internal electronics, partial energy charge, SHOCK/CONTINUE button, and software
- C.6.7.3. Monthly Battery, pads (presence and function), internal electronics, full energy charge cycle, SHOCK/CONTINUE button, and software
AED warns user with visual and audible alerts at minimum of 70 dBA if the system fails any of the automated self-tests and is not ready for use. Visible indicators include Rescue Ready status indicator, SmartGauge battery status indicator, service indicator, PAD indicator, and text display.

C.6.8. EVENT DOCUMENTATION: Powerheart G3 and G3 Plus (Automatic and Semi-Automatic)& G3 PRO

- C.6.8.1. Internal memory 60 minutes ECG data with event annotation, multiple rescue functionality 60 minutes ECG data with event annotation, multiple rescue functionality
- C.6.8.2. Viewable via Rescuelink® software via PC
Serial port or USB (via adapter) for PC with Windows
Rescue event time stamp of event data. Clock can be synchronized to PC clock through direct connection to a PC.

C.6.9. 7-YEAR LIMITED WARRANTY:

- C.6.9.1. Cardiac Science Corporation ("Cardiac Science") warrants to the original purchaser that its AEDs and stated battery operating life will be free of any defect in material and workmanship according to the terms and conditions of this Limited Warranty ("Limited Warranty"). For purposes of this Limited Warranty, the original purchaser is deemed to be the original end user of the product purchased. This Limited Warranty is NONTRANSFERABLE and UNASSIGNABLE.

C.7. Medtronic: Physio-Control

C.7.1. The Automatic External Defibrillator System meets the following requirements:

- C.7.1.1. It is of the external type. Portable, light weight, automatic. and requires minimal training to use to administer first aid immediately to a victim of sudden cardiac arrest.
- C.7.1.2. The defibrillators are designed for business and industry: safe for use in a wide range of settings such as prisons, Schools, universities, hospitals, and clinics.
- C.7.1.3. Operates on long-life maintenance-free batteries (life expectancy of 3 to 5 Years).

- C.7.1.4. Performs daily-automated self-tests that check readiness for use.
 - C.7.1.5. Provides easy-to-follow voice prompts that guide the operator through the process.
 - C.7.1.6. Has an LCD display.
 - C.7.1.7. The device is able to automatically determine whether shock is required and protect against inappropriate delivery of a shock, thus eliminating the need for an operator to be trained in reading and interpreting the patient's electrocardiogram (ECG).
 - C.7.1.8. The device is capable of recognizing the presence or absence of ventricular fibrillation or rapid ventricular tachycardia, and capable of determining, without intervention by an operator, whether defibrillation should be performed, and upon determining that defibrillation should be performed, automatically charges and requests delivery of an electrical impulse to an individual's heart.
 - C.7.1.9. 2.0. Automatic External Defibrillator System Approved by Food & Drug Administration.
- C.7.2. LifePak CR Plus Defibrillator kits include:**
- C.7.2.1. Semi-automatic operation (check for breathing). Includes 2 pairs quik-pak pacing/defibrillation/ECG electrodes with Redi-Pak preconnect system, one charge pad, earring case AED Program implementation starter kit and accessories catalog. Compatible with infant/child reduced energy defibrillation electrodes.
- C.7.3. LifePak 500 AED Specifications:**
- C.7.3.1. Input - ECG via QUICK-COMBO disposable electrodes. Standard placement (anterior-lateral) Electrical Protection: Input protected against high voltage defibrillator pulses per IEC 60601-1/EN 60601
 - C.7.3.2. Safety Classification - Internally powered equipment IEC 60601-1/EN 60601.1, 5.1 Waveform - Monophasic pulse (Edmark) per AAMI DF2-1989, 3.2.1.5.1.
 - C.7.3.3. Output Energy Sequence - Monophasic: 200, 200, 360 joules (360 joules thereafter) or 200, 300, 360 joules (360 joules thereafter).
 - C.7.3.4. Biphasic - Three levels, user configurable from 200 to 360 joules, delivered (Level 1, Level 2, Level 3.)
 - C.7.3.5. ANALYZE (opt) Starts ECG analysis
 - C.7.3.6. SHOCK Delivers defibrillation energy.
 - C.7.3.7. Active only when Shock Advisory System advises defibrillation.
 - C.7.3.8. Charge Time -With a new, non-rechargeable battery pack, or a new, Fully charged rechargeable battery \ pack:
 - C.7.3.8.1. 200 joules in less than 9 seconds 360 joules in less than 15 seconds
 - C.7.3.9. Report Type - CODE SUMMARY REPORT, Event Log Report, Test log report,
 - C.7.3.10. Clock Set - Two switches (up) and > are provided to set the clock
 - C.7.3.11. Display - Two-line, 20 character per line dot matrix Liquid Crystal Display
 - C.7.3.12. Displayed Messages - Prompt user through complete operating sequence
 - C.7.3.13. Low Battery Indicator - Low battery icon: At least 11 discharges remaining, with non-rechargeable battery pack.
- C.7.4. Batteries - Rechargeable SLA Battery Pak.**
- C.7.4.1. Sealed type lead acid 8V, 2.5 amp hours
 - C.7.4.2. Capacity – Typical 59 full discharges or 3 hours of "ON" time with a new fully charged battery.
 - C.7.4.3. Battery Charge Time - 10 hours. Battery charge time in 59 degrees to 95 degrees F. I -Nonrechargeable Lithium Sulphur Dioxide Battery Pak
 - C.7.4.4. Type: Sealed Lithium, 12V, 7.5amp-hours.
 - C.7.4.5. Capacity – Typical 312 full discharges or 14 hours of ON time with a new fully charged battery Minimum - 230 full discharges with new fully charged Battery.
 - C.7.4.6. Shelf-Life -5 Years
 - C.7.4.7. Biphasic truncated exponential, with voltage and duration compensation for patient impedance. Specifications apply from 25 to 200 ohms. Voltage compensation is limited to the number of OHMS that would result in delivery of 360 joules into 50 ohms. At least 6 discharges remaining with a rechargeable battery pack.
- C.7.5. Service Indicator - Service icon**
- C.7.5.1. The AED performs a self-test every night and will alert the user if there is anything wrong with the equipment.
 - C.7.5.2. Displayed Messages - Messages prompt user through complete operating sequence.
 - C.7.5.3. Audible Tone - Coded tones assist user through device operation and alert operator of display messages.
 - C.7.5.4. Voice Prompts - Prompt user through complete operation sequence.

- C.7.5.5. The LIFEPAK 500 has been designed for first responders to cardiac emergencies - most often these will be lay people, not medical professionals, who have gone through an AED training class. Therefore, the design and operation is simple a power button, a shock button, an LCD display to view messages and instructions, and a voice prompt. The advanced technology that operates the LIFEPAK 500 does not allow shocks to accidentally be given. A shock is given only if the patient needs one. The voice prompts leads the responder through all the steps, including the necessary CPR steps. Data Download - Internal Digital Memory with 20 minutes audio recording (optional) At least 60 minutes if not configured with audio recording.
- C.7.5.6. Communications Options - Direct to PC, Modem Connection to PC using Hayes AT-Compatible Modem; Print Direct with EPSON ESC/P protocol for printers with 9-point printheads.
- C.7.5.7. The LIFEPAK 500 stores everything that happens during an event. This includes the patient's heart rhythm, which buttons were pushed, the shocks that were delivered, when shocks were delivered, and the date and time of all actions. This information is very valuable to the treating physician, the medical director, and to you so that you can review the event after the fact to see if protocols were followed and how to better prepare for an event in the future.
- C.7.5.8. Height - 4", Width: 10.5", Depth 11.6"
- C.7.5.9. Weight - Biphasic Version 5.3 lbs.
- C.7.5.10. Five Year Manufacturer's Warranty

C.7.6. LIFE PAK 12 General Specifications

- C.7.6.1. The LIFEPAK 12 defibrillator/monitor series has five main operating modes
- C.7.6.2. Advisory Mode (SAS): Pros ides all features available except manual defibrillation, synchronous cardioversion and pacing.
- C.7.6.3. Manual Mode - Provides normal operating capability for ALS users.
- C.7.6.4. Setup Mode -Allows operator to customize the device.
- C.7.6.5. Service Mode – Allows operator to execute device diagnostic tests and calibrations.
- C.7.6.6. Inservice Mode. - Provides simulated was eforms for **demonstration purposes**.

C.7.7. Power:

C.7.7.1. Battery Only Configuration:

- C.7.7.1.1. Choice of NiCd FastPakBattery, FastPak 2 Battery or LifePak NiCd battery or SLA(LifePak SLA Battery) Dual Battery Capability.
- C.7.7.1.2. Optional external AC and (± 12) VD(' Power Adapters
Batteries charge while device operates from Power Adapter*FASTPAK, FASTPAK 2,
- C.7.7.1.3. LIFEPAK NiCd 3009376-00 LIFEPAK NiCd 3009376-01
- C.7.7.1.4. Low Battery Indication and Message- Low battery icon at top of display and low battery message in status area for each battery. When low battery is indicated, device autoswitches to second battery. When both batteries reach a low battery condition, there is a voice prompt to replace battery.
- C.7.7.1.5. Warmstart –With inadvertent loss of power (<30 seconds) device retains settings.

C.7.7.2. Service Indicator: When error detected

C.7.7.3. Physical Characteristics:

- C.7.7.3.1. Weight - Basic defibrillator/monitor with QUIK-COMBO' cable: 6.0kg (13.3 lbs) (unit and QUIK-COMBO cable only, no batteries)
- C.7.7.4. FASTPAK and FASTPAK 2 battery - .6kg (1.3 lbs); LIFEPAK NiCd battery: 0.8kg (1.7 lbs) LIFEPAK SLA battery - 1.3kg (2.8 lbs); Standard paddles (hard): 0.9kg (1.9 lbs)
- C.7.7.5. Height 31.7cm (12.5 in); Width: 38.9cm (15.3 in) ; Depth: 21.7cm (8.5 in)
- C.7.7.6. Display: Size (active viewing area) - LCD: 140.8mm (5.5 in) wide x 105.6mm (4.2 in) high; EL: 165.1mm (6.5 in) wide x 123.8mm (4.9 in) high. Resolution - 640 x 480 black and white LCD; 640 x 480 amber and black EL display User selectable LCD contrast
Displays a minimum of 4 seconds of ECG and alphanumerics for values, device instructions or prompts. Option to display one or two additional waveforms
Waveform display sweep speed - 25mm/sec for ECG and 12.5mm/sec of CO2
- C.7.7.9. Data Management: The device captures and stores patient data, events (including waveforms and annotations), user test results and continuous ECG waveform records in internal memory. The user can select and print reports and transfer the stored information via an internal modem through landline or mobile phones.
- C.7.7.10. Report Types - Three format types of CODE SUMMARY™ critical event record (short, medium and long)
 - C.7.7.10.1. Initial ECG (except short format)
 - C.7.7.10.2. Automatic capture of vital signs measurements every 5 minutes
 - C.7.7.10.3. 3-channel or 4-channel 12-lead ECG report
 - C.7.7.10.4. (Continuous waveform records (transfer only)
 - C.7.7.10.5. Trend Summary — includes patient information, vital signs log and vital signs graphs
 - C.7.7.10.6. Vital Signs — includes patient information, event and vital signs log.
 - C.7.7.10.7. Snapshot — includes patient information and 8 seconds of ECG captured at the time of transmission.

C.7.8. Memory Capacity: Two full-capacity patient records that include:

- C.7.8.1. Code Summary: Critical event record- up to 100 single waveform events
- C.7.8.2. Continuous Waveform- 45minute continuous ECG Record

C.7.9. Communications:

- C.7.9.1. The device is capable of transferring data records by internal modem, external EIA/TIA modem, cellular modem or serial connection. Supports EIA/TIA-602 compatible modems using Xon/Xoff or RTS/CTS flow control at 9600 to 38400 bps. EIA/TIA-RS232E compatible at 9600, 19200, 38400 and 57600 bps. Group III, Class 2 or 2.0 fax

C.7.10. Monitor:

- C.7.10.1. Voice Prompts: Used for selected warnings and alarms (configurable on/off). ECG: ECG is monitored via seven cable arrangements. A 3-wire cable is used for 3-lead ECG monitoring. A 5-wire cable is used for 7-lead monitoring. A 10-wire cable is used for 12-lead acquisition. When the chest electrodes are removed, the 10-wire cable functions as a 4-wire cable.

- C.7.11. Standard Paddles or QUIK-COMBO**
- C.7.12. Pacing/defibrillation ECG electrodes or FASTPATCH®**
 - C.7.12.1. Disposable defibrillation/ECG electrodes are used for paddles lead monitoring. Lead Selection - Leads I, II, III, (3-wire ECG cable)
- C.7.13. Leads I, II, III, AVR, AVL and AVF**
 - C.7.13.1. Acquired simultaneously (4-wire ECG cable) Leads I, II, III, AVR, AVL, AVF, VI (Labeled "C" on 5-wire ECG cable) Leads I, II, III, AVR, AVL, AVF, V1, V2, V3, V4, V5 and V6 acquired simultaneously, (10-wire ECG cable)
- C.7.14. ECG Size**
 - C.7.14.1. 4, 3, 2.5, 2, 1.5, 1, 0.5, 0.25 cm/mV (fixed at 1 cm/mV for 12-lead) Heart Rate Display - 20 to 300 bpm digital display - Out of range indication - Display symbol "—". Heart symbol flashes for each QRS detection.
- C.7.15. Continuous Patient Surveillance System**
 - C.7.15.1. (CPSS) - In advisory mode while Shock Advisory System is not active, CPSS monitors the patient, via paddles or Lead II ECG, for potentially shockable rhythms. Analog ECG output - 1V/mV x 1.0 gain Common Mode Rejection - 90dB at 50/60Hz SpO2
- C.7.16. Nellcor Sensors**
 - C.7.16.1. SpO2 Measurement Range - 50 to 100%. SpO2 Waveform - IR pleth signal
SpO2 Update Rate - as each pulse is detected. Calibration Range - 70 to 100%
SpO2 Measurement - Functional SpO2 values are displayed and stored
Pulse Rate - +/- 3 pulses per minute Dynamic signal strength bar graph Pulse tone proportional to value of displayed oxygen saturation NIBP
- C.7.17. Oscillometric Measurement**
 - C.7.17.1. Systolic Pressure Range - 30 to 245mmHg
 - C.7.17.2. Diastolic Pressure Range - 12 to 210mmHg
 - C.7.17.3. Units - mmHg, kPa
 - C.7.17.4. Mean Arterial Pressure Range - 20 to 225mmHg
 - C.7.17.5. Blood Pressure Accuracy - maximum mean error of .5mmHg with a standard deviation no greater than 8mmHg
 - C.7.17.6. Pulse Rate Range - 30 to 200 pulses per minute
 - C.7.17.7. Pulse Rate Accuracy 2 pulses per minute or 2% which ever is greater.
 - C.7.17.8. Typical Measurement Time - 40 secs
- C.7.18. Microstream Technology**
 - C.7.18.1. Measurement Range 0 to 99mmHg
 - C.7.18.2. Display CO2 waveform and EtCO2 numerics
 - C.7.18.3. Units - mmHg, kPa. %; user selectable Automatic ambient pressure compensation
 - C.7.18.4. CO2 Accuracy (>20 minutes) - 0 to 38mmHg: 2mmHg 39 to 99mmHg: 5% of reading + 0.08% for every 1 mmHg
 - C.7.18.5. Warm up Time - 30 seconds (typical), 180 seconds max
 - C.7.18.6. Response Time - 2.9 seconds (includes delay time and rise time)
 - C.7.18.7. Respiration Rate Range - 0 to 60 breaths per minute
 - C.7.18.8. Respiration Rate Accuracy - 0 to 40 bpm: 1 bpm 41 to 60 bpm: 112 bpm
Invasive Pressure (2 channels)
 - C.7.18.9. Measurement range - -30 to +300mmHg in six user selectable ranges
 - C.7.18.10. Display - IP waveform and numerics
 - C.7.18.11. Units - mmHg, kPa
 - C.7.18.12. User-selectable labels - ART, PA, CVP, ICP, LAP
 - C.7.18.13. Transducer type - Strain-gauge resistive bridge
 - C.7.18.14. Transducer sensitivity - 5mV/V/mmHg
 - C.7.18.15. Bandwidth - 0 - 30 Hz (<-3dB)
 - C.7.18.16. Numeric accuracy - 1 mmHg or 2% of reading, whichever is greater, plus transducer error
 - C.7.18.17. Leakage current - Meets ANSI/AAMI/IEC requirements
Trend
 - C.7.18.18. Display - Choice of HR, SpO2(%) , EtCO2, RR, NIBP, P1, P2, ST shown in channels 2 or 3. Time scale - Auto, 30 minutes, 1, 2, 4 or 8 hours
 - C.7.18.19. Duration - Up to 8 hours with -06 Memory PCB or later. Reduced storage capacity with earlier versions.
 - C.7.18.20. ST segment - After initial 12-lead ECG analysis, automatically selects and trends lead with the greatest ST displacement.
 - C.7.18.21. Alarms: Quick Set - Activates alarms for all parameters. VF/VT Alarm - Activates

- continuous CPSS monitoring in Manual Mode. Apnea alarm - Occurs when 30 seconds have elapsed since last detected respiration. Interactive Algorithms: 12-lead Interpretive Algorithm - GE Medical 12SL, includes AMI statements.
- C.7.18.22. Printer: (Prints continuous strip of the displayed patient information.)
- C.7.18.23. Paper Size - 50mm (2.0 in) or optional 100mm (3.9 in)
- C.7.18.24. Print Speed 25mm/Sec +/- 5% (measured in accordance with AAMI EC -11, 4.2.5.2)
- C.7.18.25. Delay 8 seconds
- C.7.18.26. Autoprint - Waveform events print automatically (user configurable)
- C.7.18.27. Optional 50mm/sec timebase for 12-lead ECG reports
- C.7.18.28. Frequency Response:
 - C.7.18.28.1. Diagnostic - 0.05 to 150Hz or 0.05 to 40Hz. (user configurable)
 - C.7.18.28.2. Monitor - 0.67 to 40Hz or 1 to 30Hz (user configurable)
 - C.7.18.28.3. Paddles - 2.5 to 30Hz
 - C.7.18.28.4. Analog ECG Output - 0.67 to 32Hz (except 2.5 to 30Hz for Paddles, ECG and 1.3 to 23Hz for 1 to 30Hz monitor frequency response)
- C.7.19. Defibrillator Waveform**
 - C.7.19.1. Biphasic truncated exponential with voltage and duration compensation for patient impedance.
 - C.7.19.2. Waveform (monophasic. Edmark) - Damped sinusoid in shape per AANII DF2-1980. 3.2.1.5.1 Energy accuracy - .1 joule or 10% of setting, whichever is greater, into 50 ohms. 1 joule or 5%, whichever is greater, of 50 ohm value into 25 to 200 ohms.* Paddle Options - Quick Combo pacing/defibrillation/ECG electrodes (standard) FAST-PATCH disposable defibrillation/ECG electrodes (optional)
 - C.7.19.3. Standard Paddles (optional)
 - C.7.19.4. Internal Handles with discharge control (optional)
 - C.7.19.5. External Sterilizable Paddles (optional)
 - C.7.19.6. Cable Length - 2.4m (8 ft) long QUIK-COMBO cable (not including electrode assembly)
 - C.7.19.7. Energy Select (Monophasic) - 2, 3, 4, 5, 6, 7, 8, 9, 10, 20, 30, 50, 70, 100, 150, 200, 300 and 360 joules or user configurable sequence 200/200/360 or 200/300/360 joules
 - C.7.19.8. Energy Select (Biphasic) - 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 70, 100, 125, 150, 175, 200, 225, 250, 275, 300, 325, and 360 joules or user configurable sequence 100 to 200, 100 to 300, 100 to 360.
 - C.7.19.9. Charge Time - Charge time to 360J in less than 10 seconds, typical
 - C.7.19.10. Synchronous Cardioversion - Energy transfer begins within 60mS of the QRS peak
 - C.7.19.11. ADVISORY: Shock Advisory System (SAS) is an ECG analysis system that advises the operator if the algorithm detects a shockable or non-shockable ECG rhythm. SAS acquires ECG via therapy electrodes only.
 - C.7.19.12. Shock Ready Time - Using a fully charged battery at normal room temperature, the device is ready to shock within 20 seconds if the initial rhythm finding is "Shock Advised."
 - C.7.19.13. Output Energy (Edmark) - User configurable, sequence of 200/200/360 or 200/300/360 joules. Output Energy (Biphasic) - User configurable, sequence of three sequential shock levels ranging from 200, 200 to 300, and 200 to 360 joules.
 - C.7.19.14. Note: 5% accuracy applies when disposable therapy electrodes are attached. Energy output is limited to the available energy which results in delivery of 360 joules into 50 ohms.
- C.7.20. AC AND DC POWER ADAPTER**
 - C.7.20.1. Dimensions - 27.7 x 16.8cm (10.9 x 6.6 in) Weight - < 2.3kg (<5 lbs) (including cables)
 - C.7.20.2. Charge time (with fully depleted battery) - FASTPAK and FASTPAK 2: 1.5 hours; LIFEPAK NiCD 3000376-01: 3.0 hours; LifePAK SLA: 6 hours typical. 12 hours maximum Input - Accepts line power from both: 90 to 264VAC, 47 to 63Hz (domestic / international) 108 to 118VAC. 3811 to 421)11, (military)
 - C.7.20.3. DC Input - 9 to 16VDC
 - C.7.20.4. Fuses; - Two 250V fuses (100 to 200V: T5A; 220 to 240V: T2.5A) in the power input module (AC Power Adapter only)
- C.7.21. Environmental**
 - C.7.21.1. IPX4 per IEC 529
 - C.7.21.2. Altitude. Operating - To 4545m (15,000 ft)
 - C.7.21.3. Altitude. Non-operating - To 5455m (18000 ft)
 - C.7.21.4. - 5 to 95% non-condensing.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1. Evaluation of bids will be based on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85. The State intends to award a contract to the responsible Contractor whose proposal, conforming to the solicitation, and is deemed the best value to the State of Oklahoma. Responses will be reviewed and awarded based on the following evaluation criteria:
 - D.1.1.1. Cost,
 - D.1.1.2. Warranty
 - D.1.1.3. Use of Credit Card
 - D.1.1.4. Value Added Recommendations
- D.1.2. The state may (1) reject any or all offerors, (2) accept other than the lowest offeror, and (3) waive minor discrepancies.
- D.1.3. The State reserves the right to accept by item, groups of items, or by total offer. The State may also award multiple contracts under this solicitation.
- D.1.4. The State reserves the right, at its sole discretion, to request clarifications or to conduct discussions for the purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. Once evaluated, the State may make a recommendation for award(s), if a clear choice is apparent, or those Contractors determined to be in the competitive range may be contacted to schedule discussions and/or negotiation meetings

E. NASPO AGREEMENT

NASPO TERMS AND CONDITIONS

AUTOMATED EXTERNAL DEFIBRILLATORS(AED), AND SUPPLY CONTRACT

On Behalf of The National Association of State Procurement Officials

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E.1.0. PURPOSE: The State of Oklahoma, as the “lead state”, and on behalf of the National Association of State Procurement Officials (NASPO), issues this Request for Proposals, (RFP), for the purchase of Automated External Defibrillators, (AED) Equipment and Supplies for placement in State and Local Government Agencies, rural communities First Responders, health care facilities and other public access locations.

E.1.1. PARTICIPANTS: "National Association of State Procurement Officials (NASPO) is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO is an organization through which the member purchasing officials provide leadership in professional public purchasing, improve the quality of purchasing and procurement, exchange information and cooperate to attain greater efficiency and economy. NASPO is facilitating a cooperative contract for use by state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all fifty (50) states. Obligations under this contract are limited to those Participating States who have expressed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, participating addendum or the resulting price agreement(s) will be permissive.

E.1.2. PARTICIPATING STATES:

**Oklahoma
Louisiana
North Dakota
Nevada
New Jersey
Oregon
Missouri
Virginia
Arkansas
Florida
Iowa
Minnesota
South Dakota
Wisconsin
Alaska
Hawaii
Maryland
Michigan
New York**

Ohio
Pennsylvania
Texas
Tennessee
Utah
Washington
and others that may be added after contract awards.

E.1.2.1. In the best interest of the states involved, NASPO, Participating States, and Purchasing Entities reserve the right to competitively solicit additional sources for these commodities during the contract term. Further, Participating States may have existing awards for commodities within the scope of this solicitation

E.1.2.2. Participating States reserves the right to award partial commodity categories or not participate in the award if deemed to not be in the best interests of that Participating State.

E.1.2.3. Use of any resultant contract(s) is permissive.

E.2.0. USAGE INFORMATION: The following usage is for the period 07/01/2009 to 6/30/2010 for the Participating States. Quantities are not guaranteed for future purchases.

Oklahoma	\$2,236,055.74
Louisiana	\$ 191.75
North Dakota	\$ 286.70
Nevada	\$ 147,065.35
Oregon	\$ 52.70
Missouri	\$ 590,378.22
Virginia	\$ 427,759.05
Arkansas	\$ 248,893.34
Florida	\$3,070,071.76
Iowa	\$ 98,013.64
Minnesota	\$ 433,158.73
South Dakota	\$ 18,128.96
Wisconsin	\$ 224,853.26
Alaska	\$ 13,953.90
Hawaii	\$ 7,280.00
Utah	\$ 1,400.80
Washington	\$ 686.80
New York	\$ 182.15
Ohio	\$ 793.05
Texas	\$ 180,676.58
TOTAL	\$7,699,882.48

Other states quantities are unknown

E.3.0. VOLUME DISCOUNTS

General: Additional volume and other price discount options are invited, which can distinguish between individual order minimum quantities, cumulative volume discounts, and other discount terms that may be defined by the proposer. Extensions of additional discounts are not required but may be evaluated if offered.

E.3.1. Cumulative Ordering Volume Discounts: The proposer is invited to identify additional percentage discounts if total cumulative ordering volumes (by all Purchasing Entities) exceed an amount specified. If the volume of total orders exceeds that amount in any quarter, the offered discount will apply to future orders during the term of the award(s), as extended through the exercise of any options.

E.3.2. Volume Discount for Minimum Order Quantity: The proposer is also invited to propose discounts for minimum order quantities. Purchasing Entities may consolidate purchases in order to take advantage of any volume discount extended by vendor for minimum orders, as long as a single delivery location is specified at the discretion of the Purchasing Entity.

E.4.0. INSTRUCTIONS TO PROPOSERS:

E.4.0.1. The State of Oklahoma's Statutes and Promulgated Rules are hereby incorporated by reference into this solicitation as if set forth herein in their entirety, and are located on the Internet at http://www.ok.gov/DCS/Central_Purchasing/index.html.

The Oklahoma Statutes and Promulgated Rules shall apply to this solicitation and shall apply to any contract resulting from this solicitation. Failure by any submitting proposer to obtain a copy of such shall in no way constitute or be deemed a waiver by the State of either document, or any part of them. No liability will be assumed by the State for a submitting proposer's failure to consider the Statute or Rules in its response to this solicitation.

E.4.0.2. PROPOSER SHALL PROVIDE THE FOLLOWING INFORMATION WITH PROPOSAL RESPONSE FOR ORDERING ACTIVITIES:

E.4.0.2.1. Minimum Order (if any):

E.4.0.2.2. Geographic Coverage (Delivery Area): 50 States, District of Columbia and Puerto Rico

E.4.0.2.3. Discount: Prices shown herein are Net (discount deducted).

E.4.0.2.4. Quantity Discounts prices shown herein are Net:

E.4.0.2.5. F.O.B. Point(s): Destination – 50 States.

E.4.0.2.6. Payment Address: PO Box 27028

New York, NY 10087-7028

Attn: Accounts Receivable

E.4.0.2.7. Vendor Representative (sales representative or technical assistance for ordering state or jurisdiction)

E.4.0.2.8. Type of electronic catalog offered (URL for the above information)

URL for catalog not available - Price List can be supplied in electronic pdf format upon request.

E.4.0.2.9. Prices should reflect the net price offered for each item

E.5.0. LEGAL FEES:

E.5.0.1. The Contractor covenants and agrees that in the event suite is instituted by the purchaser for any nonperformance, breach or default on the part of the Contractor, and the Contractor is adjudged by a court of competent jurisdiction, he shall pay to the purchaser all costs, expenses expended or incurred by the purchaser in connection therewith, and reasonable attorney's fees.

E.5.0.2. Performance problems should be resolved between the contractor and the end user. In the event the two parties are unable to reach resolution, either party should refer such problems and/or disagreements to the Contracting and Procurement Officer assigned to this contract in writing for resolution.

E.6.0. ORDERING: Orders resulting from this contract will be placed directly with the contractor by the individual Purchasing entity. The contractor must have toll free telephone numbers for use by those entities located outside of the contractor's toll free area. This includes both telephone and facsimile access. The contractor will ship and bill as requested by the ordering agency. The ordering agency will remit payment directly to the contractor. The number of locations will vary by participating NASPO states. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or P-Card orders, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

E.7.0. SAVE HARMLESS: To the fullest extent permitted by law, Contractor shall indemnify, defend, and save harmless the State(s), agencies of the State(s), and all officers and employees of the State(s), from and against any and all claims for injuries or death, including claims by Contractor's employees, or for damages arising out of, resulting from, or incident to Contractor's performance or failure to perform the contract, or for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and services ordered. Contractor's obligation to indemnify, defend and save harmless shall not be eliminated or reduced by any alleged concurrent negligence of the State(s) or its agencies, employees, and officers. Contractor waives its immunity to the extent required to indemnify, defend, and save harmless the State(s) and its agencies, officers, or employees.

E.8.0. PERSONAL LIABILITY It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

E.9.0. FORCE MAJEURE:

G.9.0.1. Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent

that such party's performance of this contract is prevented by reason of force majeure.

E.9.0.2. Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

E.9.0.3. Rights Reserved: The Lead State may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract. The State reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the State.

E.10.0. RESTOCKING FEES/RETURN OF GOODS: Contractor's restocking fee is limited to no more than 10% of contract price. (**Restocking Fee:** N/A %) This fee will be charged to return goods to vendor in the event of ordering error by the agency. The Contractor will accept unopened goods freight prepaid with return of goods authorization within 12 months of the receipt of goods. Products delivered to an agency in error are to be returned at no cost to the agency. Any other return due to faulty, expired, or non-merchantable product will be within 30 days, which is time to perfect a claim on the product delivery by freight damage or product performance.

E.11.0. TECHNICAL DOCUMENTATION:

E.11.0.1. All products supplied must meet or exceed all provisions and specifications of the RFP. Accessories must be made of latex free materials. Technical documentation is required by this RFP to demonstrate compliance of the product offered with applicable technical requirements and to allow a proper assessment of the products to be provided by this contract.

E.11.0.2. Failure to provide the required documentation with the bid response shall render the contractor non responsive, unless the Central Purchasing Director, in its sole discretion and in the best interest of the State, determines the acceptability of the products offered through technical documentation otherwise available within the Division. Such authority of the Division shall in no way relieve the contractor from the ultimate responsibility to submit the required documentation, nor shall any contractor assume that such documentation is otherwise available to the Division. The State shall not be responsible for the accuracy of the technical documentation in its possession

E.11.0.3. All technical documentation shall be marked with the contractor's name, address, and contract number, and Item ID number and must be provided with each product upon delivery.

E.12.0. TECHNICAL SERVICE: A manufacturer certified technician shall provide technical service. If necessary to send equipment to the manufacturer for maintenance or repair, a

loaner unit shall be shipped overnight from the manufacturer to the end user prior to removal of the unit in need of maintenance or repair.

E.12.0.1. Shipping costs shall not be incurred by the end user for return of equipment to the manufacturer for service or for shipment of equipment loaned to the end user while equipment is being serviced.

E.12.0.2. Manufacturer may elect to replace equipment rather than service or repair it.

E.12.0.3. Clinical specialists must be available to answer protocol, training, and device questions.

E.13.0. USER MANUALS: Instruction or operating manuals shall be furnished for all equipment supplied under this contract at no additional cost to the end user.

E.13.0.1. DISTRIBUTION OF LITERATURE: Upon request, the supplier shall furnish ordering agencies and other public entities with descriptive literature and service information for items listed in this contract at no additional cost to the end user.

E.13.0.2. LICENSE, PERMITS, CERTIFICATIONS, FEES: **Contractors, at their own expense, shall possess or obtain, and retain in force without any violations, complaints or suspensions during the term of this contract, all licenses, permits, certifications or fees and comply with all Federal, State and local laws, statutes, ordinances, rules and regulations of any administrative council or body in any manner affecting the performance of the contract herein.**

E.14.0. NASPO Administrative Fee: **Contractors must include in their pricing or discount schedule an Administrative Fee of 0.5% of total sales for each previous quarter to the National Association of State Purchasing Officers. A schedule will be set up after the contracts are awarded and the information listed in the award document. The fee must be sent within 30 days after the quarter period end date and must be submitted to:**

**Lee Ann Pope
NASPO/WSCA Program Manager
201 East Main Street, Suite 1405
Lexington, KY 40507
P: 859-514-9159
F: 859-514-9166
E: lpope@AMRms.com).**

The prices bid shall not be subject for adjustment to account for the fee. Do not add this amount at the time of order to the price of items on the proposal schedule.

E.14.0.1. A statement verifying the total sales by ordering agency must accompany the remittance. The Contract administration fee is intended to cover the costs of administering this contract. In addition to the contract administration fee, some Participating States may require an additional administrative fee. This State specific administrative fee will not exceed 1% of the State specific sales.

E.14.0.2. Note: The Administrative Fee must be submitted and paid within 30 days after the end of each quarter.

- E.14.0.3. Quantity Estimates: **Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.**
- E.14.0.4. Conflict of Terms: **In the event of any conflict between these standard terms and conditions and any special terms and conditions in the solicitation, the special terms and conditions shall govern.**
- E.14.0.5. Reports: **The contractor shall submit quarterly reports to the Lead State Contracting and Procurement Officer and, upon request, to any Participating State, showing the quantities and dollar volume of purchases by each Purchasing Entity.**
- E.15.0. Nondiscrimination: **The bidder agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. The bidder further agrees to furnish information and reports to requesting State(s), upon request, for the purpose of determining compliance with these statutes. Bidder agrees to comply with each individual state's certification requirements, if any, as stated in the special terms and conditions. This contract may be canceled if the offeror fails to comply with the provisions of these laws and regulations. The bidder must include this provision in every subcontract relating to purchases by the States to insure that subcontractors and vendors are bound by this provision.**
- E.16.0. Severability: **If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.**
- E.17.0. Hazardous Chemical Information: **The Contractor will provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous material to the Purchasing Entity agency. All safety data sheets and labels will be in accordance with each participating state's requirements.**
- E.18.0. Political Subdivision Participation: **Participation under this contract by political subdivisions (i.e., colleges, school districts, counties, cites, etc.,) of the NASPO participating states shall be voluntarily determined by the political subdivision. The contractor agrees to supply the political subdivisions based upon the same terms, conditions and prices.**
- E.19.0. PARTICIPATING STATES' UNIQUE TERMS AND CONDITIONS
Apart from the Lead State conducting the solicitation, the States listed in Section 3.0, Participating States have signified their intent to enter into a price agreement and, except where the solicitation requires execution of a Participating Addendum, are considered Participating States for purposes of this solicitation and

the resulting contract. This section the Solicitation includes any significant modifications to these terms and conditions or State-specific provisions required by the laws, regulations, or procurement practices of the State(s).

ATTACHMENT (A) LOUISIANA SPECIAL TERMS

ATTACHMENT (B) COLORADO SPECIAL TERMS

ATTACHMENT (C) MINNESOTA SPECIAL TERMS

ATTACHMENT (D) WASHINGTON SPECIAL TERMS

ATTACHMENT (E) VIRGINIA SPECIAL TERMS

ATTACHMENT (F) NEW JERSEY SPECIAL TERMS

ATTACHMENT (G) MISSOURI SPECIAL TERMS

E.19.0.1. Additional States may be added with the consent of the contractor and the Lead State (on behalf of the NASPO Participating States) through execution of a Participating Addendum.

E.19.0.2. Nevada: **No additional terms**, Hawaii: **No additional terms**, North Dakota: **No additional terms**,

F. PRICE MATRIX ATTACHMENT (H)

ATTACHMENT (A)

LOUISIANA SPECIAL TERMS

Prison Rape Elimination Act:

In accordance with Department of Public Safety & Correction Regulation No. C-01-022 "Sexual Assault and Sexual Misconduct", the vendor agrees to report allegations of sexual misconduct, respond to investigation inquiries and participate in training as directed by the department of Public Safety and Corrections. The sexual assault and sexual misconduct with inmates acknowledgement form and the Louisiana Criminal Code: LA. R.S. 14:134 malfeasance in office form will be signed by the vendor and kept on file at the facility. Should the regulation be modified or amended, the vendor will be notified and shall comply with the regulation as modified or amended.

ATTACHMENT (B)

COLORADO SPECIAL TERMS

Purchasing Entities in Colorado may not place orders until execution of a Participating Addendum. Apart from terms that may be necessary to adopt this award to orders placed in Colorado, the following terms and conditions shall be included.

Vendor Offset: (Colorado) Pursuant to CRS 24-30-202.4, as amended, the State Controller may withhold payment for debts owed to state agencies under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the State Controller.

Non-appropriation Clause: (Colorado) Financial obligations of the State of Colorado payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

E-Procurement System: (Colorado) The State of Colorado has awarded an e-procurement system contract to NIC Commerce that has a transaction fee of 1% per order, with a ceiling of \$500 for any one order. The successful price agreement vendor must agree to terms as described in the following subparagraphs

The Contractor must agree to integrate its catalog into the e-procurement system, and the State (of Colorado) may elect to not execute a Participating Addendum should the parties fail to reach agreement on the terms of the integration. Once implemented, the contractor must pay the transaction fees as defined in the contract for orders placed in the system. In the event the price agreement Contractor fails to make payments, the State (of Colorado) may eliminate the Contractor from the system in accordance with a suitable escalation and review process developed by the State (of Colorado) and its e-procurement vendor.

The State (of Colorado) will negotiate an equitable adjustment in unit prices to account for the expected supplier fees on orders placed on the system. The State (of Colorado) will negotiate a single pricing structure for price agreement purchases and Prohibit discounting off-system purchases or otherwise offering discriminatory pricing or preferences for orders placed off-system; and Require manual reporting by the Contractor of ordering entity ordering volume for off-system purchases of supplies/services.

Insurance: During the term of this agreement, contractors shall obtain and maintain at all times, insurance in the following kinds and amounts. Standard Worker's Compensation and Employer Liability as required by State statute, including occupational disease, covering all employees on

or off the work site, acting within the course and scope of their employment. General, Personal Injury, and (including bodily injury, personal injury, and property damage) minimum coverage. Combined single limit of \$600,000 written on an occurrence. Any aggregate limit will not be less than \$1,000,000.00 Combined single limit of \$600,000 for policies written on a claims-made basis. The policy shall include an endorsement, certificate, or other evidence that coverage extends three years beyond the performance period of this Price Agreement. If any aggregate limits are reduced below \$600,000 because of claims made or paid during the required policy period, the contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision. The State of Colorado shall be named as additional insured on each liability policy. The State is not requesting "additional named insured" status. Additional insured endorsements are not required on professional, workers' compensation, or employer liability policies. The insurance shall include provisions preventing cancellation without 60 days prior notice by certified mail to the State (of Colorado). The contractor shall provide the following documentation to the State (of Colorado) within 7 working days of a request therefore, Certificate/s of adequate insurance coverage, each with a reference to the State (of Colorado) being named as an additional insured, or Certificate/s of adequate insurance coverage and an endorsement/s of additional insured coverage.

ATTACHMENT (C)

MINNESOTA SPECIAL TERMS

1. **STATE AUDITS.** (Minn. Stat. ' 16C.05, Subd. 5) The books, records, documents, and accounting procedures and practices of the Contract Vendor and its employees, agents, or subcontractors relevant to the Contract or transaction must be made available and subject to examination by the contracting agency or its agents, the Legislative Auditor and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.
2. **ANTITRUST.** The Contract Vendor hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Contract resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State.
3. **INDEMNIFICATION, HOLD HARMLESS, AND LIMITATION OF LIABILITY.** The Contract Vendor shall indemnify, protect, save and hold harmless the State, its representatives and employees, from any and all claims or causes of action, including all legal fees incurred by the State arising from the performance of the Contract by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the State=s failure to fulfill its obligations pursuant to the Contract.

The State agrees that Contractor, its principals, members and employees shall not be liable to the State for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the goods provided or services performed hereunder for an aggregate amount in excess of \$10,000,000 or the contract amount, whichever is greater. This limitation of liability does not apply to damages for personal injury or death, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement claims under paragraphs 20 of this Agreement. This indemnification does not include liabilities caused by the State=s gross negligence or intentional wrong doing of the State.

4. **LAWS AND REGULATIONS LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State, and federal laws and regulations, including Minn. Stat. ' 181.59 prohibiting discrimination and business registration requirements of the Minnesota Secretary of State's Office.
5. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the State to the Contract Vendor and all data provided to the State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the

Contract Vendor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the State. The State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the State. The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Contract. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Contract, the Contract Vendor shall retain responsibility under the terms of this paragraph for such work.

6. **GOVERNING LAW.** This Contract shall be construed in accordance with, and its performance governed by, the laws of the State of Minnesota. Except to the extent that the provisions of the Contract are clearly inconsistent therewith, the Contract shall be governed by the Uniform Commercial Code (UCC) as adopted by the State. To the extent the Contract entails delivery or performance of services, such services shall be deemed *Agoods*® within the meaning of the UCC, except when to so deem such services as *Agoods*® is unreasonable.
7. **JURISDICTION AND VENUE.** The RFB and any ensuing Contract, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of the Contract or breach thereof shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Contract, or any breach thereof.
8. **HUMAN RIGHTS.** The Contract Vendor certifies that it will remain in compliance with Minn. Stat. § 363A.36 during the life of this Contract. The Affirmative Action Data Page is attached and must be completed.
9. **INTELLECTUAL PROPERTY INDEMNIFICATION.** The Contract Vendor warrants that any materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of the Contract will not infringe or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the State, the State shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify the State against any losses, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the State.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the State the right to continue using the materials or products or replacements or modified materials or products. If an option satisfactory to the State is not reasonably available, the State shall return the materials or products to the

Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor=s expense. This remedy is in additio State Of Minnesota – Affirmative Action Certification

If your response to this solicitation is or could be in excess of \$100,000, complete the information requested below to determine whether you are subject to the Minnesota Human Rights Act (Minnesota Statutes 363A.36) certification requirement, and to provide documentation of compliance if necessary.

It is your sole responsibility to provide this information and—if required—to apply for Human Rights certification prior to the due date and time of the bid or proposal and to obtain Human Rights certification prior to the execution of the contract. The State of Minnesota is under no obligation to delay proceeding with a contract until a company receives Human Rights certification.

BOX A – For companies which have employed more than 40 full-time employees within Minnesota on any single working day during the previous 12 months. All other companies proceed to BOX B.

Your response will be rejected unless your business:

has a current Certificate of Compliance issued by the Minnesota Department of Human Rights (MDHR)

—or—

has submitted an affirmative action plan to the MDHR, which the Department received prior to the date and time the responses are due.

Check one of the following statements if you have employed more than 40 full-time employees in Minnesota on any single working day during the previous 12 months:

- ☐ We have a current Certificate of Compliance issued by the MDHR. **Proceed to BOX C. Include a copy of your certificate with your response.**
- ☐ We do not have a current Certificate of Compliance. However, we submitted an Affirmative Action Plan to the MDHR for approval, which the Department received on _____ (date). [If the date is the same as the response due date, indicate the time your plan was received: _____ (time). **Proceed to BOX C.**
- ☐ We do not have a Certificate of Compliance, nor has the MDHR received an Affirmative Action Plan from our company. **We acknowledge that our response will be rejected. Proceed to BOX C. Contact the Minnesota Department of Human Rights for assistance.** (See below for contact information.)

Please note: Certificates of Compliance must be issued by the Minnesota Department of Human Rights. Affirmative Action Plans approved by the Federal government, a county, or a municipality must still be received, reviewed, and approved by the Minnesota Department of Human Rights before a certificate can be issued.

BOX B – For those companies not described in BOX A

Check below.

- ☒ We have not employed more than 40 full-time employees on any single working day in Minnesota within the previous 12 months. **Proceed to BOX C.**

BOX C – For all companies

By signing this statement, you certify that the information provided is accurate and that you are authorized to sign on behalf of the responder. You also certify that you are in compliance with federal affirmative action requirements that may apply to your company. (These requirements are generally triggered only by participating as a prime or subcontractor on federal projects or contracts. Contractors are alerted to these requirements by the federal government.)

Name of Company: ZOLL Medical Corporation Date December 10, 2010
Authorized Signature: *Luis Sanchez* Telephone number: 800-348-9011
Printed Name: Luis Sanchez Title: EMS Territory Manager

For assistance with this form, contact:

Minnesota Department of Human Rights, Compliance Services Section

Mail: 190 East 5th St., Suite 700 St. Paul, MN 55101 TC Metro: (651) 296-5663 Toll Free: 800-657-3704
Web: www.humanrights.state.mn.us Fax: (651) 296-9042 TTY: (651) 296-1283
Email: employerinfo@therightsplace.net

State of Minnesota — Immigration Status Certification

By order of the Governor's Executive Order 08-01, vendors and subcontractors MUST certify compliance with the Immigration Reform and Control Act of 1986 (8 U.S.C. 1101 et seq.) and certify use of the *E-Verify* system established by the Department of Homeland Security.

E-Verify program information can be found at <http://www.dhs.gov/ximgtn/programs>.

If any response to a solicitation is or could be in excess of \$50,000, vendors and subcontractors must certify compliance with items 1 and 2 below. In addition, prior to the delivery of the product or initiation of services, vendors MUST obtain this certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract vendor and made available to the state upon request.

1. The company shown below is in compliance with the Immigration Reform and Control Act of 1986 in relation to all employees performing work in the United States and does not knowingly employ persons in violation of the United States immigration laws. The company shown below will obtain this certification from all subcontractors who will participate in the performance of this contract and maintain subcontractor certifications for inspection by the state if such inspection is requested; and

2. By the date of the delivery of the product and/or performance of services, the company shown below will have implemented or will be in the process of implementing the *E-Verify* program for all newly hired employees in the United States who will perform work on behalf of the State of Minnesota.

I certify that the company shown below is in compliance with items 1 and 2 above and that I am authorized to sign on its behalf.

Name of Company: ZOLL Medical Corporation

Date: December 10, 2010

Authorized Signature: _____

Luis Sanchez

Telephone Number: 800-348-9011

Printed Name: Luis Sanchez

Title: EMS Territory Manager

If the contract vendor and/or the subcontractors are not in compliance with the Immigration Reform and Control Act, or knowingly employ persons in violation of the United States immigration laws, or have not begun or implemented the *E-Verify* program for all newly hired employees in support of the contract, the state reserves the right to determine what action it may take. This action could include, but would not be limited to cancellation of the contract, and/or suspending or debarring the contract vendor from state purchasing.

For assistance with the *E-Verify* Program

Contact the National Customer Service Center (NCSC) at **1-800-375-5283** (TTY 1-800-767-1833).

For assistance with this form, contact:

Mail: 112 Administration Bldg, 50 Sherburne Ave. St. Paul, MN 55155

E-mail: MMDHelp.Line@state.mn.us

Telephone: 651.296.2600

Persons with a hearing or speech disability may contact us by dialing 711 or 1.800.627.3529

ATTACHMENT (D)

WASHINGTON SPECIAL TERMS

1. STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to <http://www.ofm.wa.gov/accountinlztvendors.asp> the form has two parts; Part I is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

2. SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Sales and Subcontractor Report to the Office of State Procurement on a quarterly basis in the electronic format provided by the Office of State Procurement

at: <https://fortress.wa.gov/galapps/CSR/Loain.as>. A sample Sales & Subcontractor report can be found at:

<http://www.ga.Wa.twv/PCAISL/External Fonns/contractingiusat4e.doc>

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

3. OTHER REQUIRED REPORT(S)

All reports required under this contract must be delivered to the Purchasing Activity. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to products description, part number, per unit quantities sold, contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

4. WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the Contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of General Administration. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

5. Mercury content and preference (if applicable)

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The Contractor is to provide any existing technical data pertaining to the addition of mercury or a mercury compound intentionally added to the product. If the product does not contain mercury or a mercury compound, Contractor shall submit a written statement to that effect. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The Purchasing Activity reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

6. Site security

While on Purchaser's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

7. Hazardous materials

"Right to know" legislation requires the Department of Labor and Industries to establish a program to make employers and employees more aware of hazardous substances in their work environment. Implementing Chapter 296-839 WAC requires that all manufacturers and distributors of hazardous substances, including any of the items listed in this Contract,

must include a complete material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

- a) The identity of the hazardous material,
- b) Appropriate hazard warnings, and
- c) Name and address of the chemical manufacturer, importer, or other responsible party

Labor and Industries may levy appropriate fines for noncompliance and agencies may withhold payment-pending receipt of a legible copy of MSDS. It should be noted that OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to "carcinogenic ingredients" and "routes of entry" of the product(s) in question.

8. PAYMENT

8.1. Advance payment prohibited

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

8.2. Identification

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

8.3. Payment, invoicing and discounts

Payment is the sole responsibility of, and will be made by, the Purchaser. Contractor shall provide a properly completed invoice to Purchaser. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated Contract Number; the Contractor's Statewide Vendor registration number assigned by Washington State Office of Financial Management (OFM), the applicable Purchaser's order number, and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW, if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of

\$1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Contractor fails to make timely payment(s) or issuance of credit memos, the Purchaser may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

9. TAXES, FEES AND LICENSES

9.1. Taxes:

Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser agrees to furnish Contractor with an exemption certificate where appropriate.

9.2. Collection of Retail Sales and Use Taxes:

In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

- a) Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
- b) Maintains an in-state inventory or stock of goods for sale;
- c) Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
- d) Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or e) Other factors identified in WAC 458-20.

9.3. Department of Revenue Registration for Out-of-State Contractors:

Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in

the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

9.4. Fees/Licenses:

After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

9.5. Taxes on Invoice:

Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

10. Overpayments to contractor

Contractor shall refund to Purchaser the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

11. Contractor expenses (if applicable)

Purchaser shall reimburse Contractor for travel and other expenses as identified in this Contract, or as authorized in writing, in advance by Purchaser in accordance with the then-current rules and regulations set forth in the *Washington State Administrative and Accounting Manual* (<http://www.ofm.wa.gov/policy/poltoe.htm>). Contractor shall provide a detailed itemization of expenses, including description, amounts and dates, and receipts for amounts of fifty dollars (\$50) or more when requesting reimbursement. The amount reimbursed to Contractor is included in calculating the total amount spent under this Contract.

12. Audits

The state reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

13. Retention of records

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including

materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the Purchasing Activity, personnel duly authorized by the Purchasing Activity, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

14. Proprietary or confidential information

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the Purchasing Activity shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the Purchasing Activity will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the Purchasing Activity will release the requested information on the date specified.

The State's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the Purchasing Activity retains Contractor's information in the Purchasing Activity records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

15. Protection of confidential and personal information

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, etc or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information- (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or

acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA, then at Purchaser's request, Contractor agrees to execute Purchaser's business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Purchaser for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

16. Governing law/venue

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

17. Severability

Severability: If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other

provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

18. Independent status of contractor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

19. Gifts and gratuities

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937, RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

20. Immunity and hold harmless

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

21. Personal liability

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

22. INSURANCE

1. General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

2. Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than \$1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance. The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	\$2,000.00
Products-Completed Operations Aggregate	\$2,000.00
Personal and Advertising Injury Aggregate	\$1,000.00
Each Occurrence (applies to all of the above)	\$1,000.00
Fire Damage Limit (per occurrence) Medical Expense Limit (any one person)	\$50,000.00
Medical Expense Limit (any one person)	\$5,000.00

3. Business Auto Policy (BAP):

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than \$ 1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

4. Additional Insurance Provisions:

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The State of Washington and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy(ies) Cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

5. Surplus Lines:

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and Certificates of Insurance shall include the affected Contract reference number.

6. Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC.

7. Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

8. Limit Adjustments:

The state reserves the right to increase or decrease limits as appropriate.

23. NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

24. OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless Purchasing Activity and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

25. WAIVER

Failure or delay of the Purchasing Activity or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the Purchasing Activity's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the Purchasing Activity or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

26. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

27. Federal restrictions on lobbying (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

28. Federal debarment and suspension (if applicable)

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

29. Termination for conflict of interest

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

30. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

31. Federal restrictions on lobbying (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

32. Federal debarment and suspension (if applicable)

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

33. Termination for conflict of interest

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

34. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to the commodity.

35. Federal restrictions on lobbying (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

36. Federal debarment and suspension (if applicable)

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

37. Termination for conflict of interest

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

38. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser: Further, the contractor may be subject to those federal requirements specific to

the commodity.

39. Federal restrictions on lobbying (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

41. Termination for conflict of interest

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

42. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser. Further, the contractor may be subject to those federal requirements specific to the commodity.

43. Federal restrictions on lobbying (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

44. Federal debarment and suspension (if applicable)

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

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Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

provision of this Contract shall be construed, expressly or by implication, as a waiver by the Purchasing Activity or Purchaser of any existing or future right and/or remedy available by law.

46. Federal funding (if applicable)

In the event that a federally funded acquisition results from this procurement, the contractor may be required to provide additional information (free of charge) at the request of the Purchasing Activity or purchaser. Further, the contractor may be subject to those federal requirements specific to the commodity.

47. Federal restrictions on lobbying (if applicable)

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

48. Federal debarment and suspension (if applicable)

The contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p)) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

49. Termination for conflict of interest

Purchasing Activity may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW, Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the Purchasing Activity and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor

breaches this Contract.

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Commonwealth of Virginia General and Special Terms and Conditions

Purpose

The goal of the Commonwealth of Virginia (COV) is that 40% of its purchases be made from small businesses. Small businesses shall include businesses that have received the Virginia Department of Minority Business Enterprise (DMBE) small business certification, which shall not exclude women-owned and minority-owned businesses when they have received DMBE small business certification.

Manufacturer's responding to the COV portion of this solicitation must designate a Virginia DMBE certified small business distributor for the COV. This designation must be presented in the form of an official letter (on Manufacturer Stationary) from the Manufacturer to the certified DMBE small business distributor stating the qualification and authorizing such distributor to sell, distribute, warranty, service, and repair the product line for which the Manufacturer is offering within the COV. **Such letter must accompany the solicitation response and a copy of the Virginia DMBE small business certification.** Also see paragraphs A & B of the Special Terms and Conditions

The estimated annual spend for the COV portion is approximately \$250,000. This dollar volume is provided for informational purposes only. It is not to be construed as guarantees of minimum contract usage. Using Agencies as defined by the COV are as follows: All COV State Agencies, Commissions, Authorities, Boards, Public Bodies and other Entities Authorized by the *Code of Virginia*. All General Terms and Conditions and Special Terms and Conditions issued by the State of Oklahoma will be recognized by the COV as well as those terms and conditions provided herein.

General Terms and Conditions

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the COV *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.virginia.gov/dps under "Manuals."

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- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the COV and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their proposal, offerors certify to the COV that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

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- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their proposal, offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the COV, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their proposal, offerors certify that they are not currently debarred by the COV from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the COV all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the COV, relating to the particular goods or services purchased or acquired by the COV under said contract.
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs:**

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the

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- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to

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Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- I. **CLARIFICATION OF TERMS:** If any prospective offeror has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.
- J. **PAYMENT:**
 1. **To Prime Contractor:**
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the

payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
 - c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
 - d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

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insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. The COV encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS**: The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF OFFERORS**: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the services/furnish the goods and the offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect offeror's physical facilities prior to award to satisfy questions regarding the offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such offeror fails to satisfy the Commonwealth that such offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION**: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT**: Changes can be made to the contract by mutual agreement between the parties in writing as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract..

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- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the State of Oklahoma/NASPO Cooperative contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the COV are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offeror to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Failure to furnish adequate data for evaluation purposes may result in declaring a proposal nonresponsive. Unless the offeror clearly indicates in its proposal that the product offered is an equivalent product, such proposal will be considered to offer the brand name product referenced in the solicitation.
- S. **TRANSPORTATION AND PACKAGING:** By submitting their proposal, all offerors certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The offeror further certifies that the contractor and any subcontractors will

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maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The COV must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 per occurrence.

- U. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

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- V. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- W. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA; failure to register will result in the bid/proposal being rejected.
- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
 - b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
 - c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.

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d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:

- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The eVA transaction fee will be invoiced approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- X. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Y. **SET-ASIDES.** This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- Z. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid/offer prices in US dollars.
- AA. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the commonwealth, if so required under Title 13.1 or title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void

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any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Special Terms and Conditions

- A. **SMALL BUSINESS SET-ASIDE:** Manufacturers must designate a Virginia DMBE certified small business distributor within the COV. Certified Small Businesses are those businesses (Small, Women or Minority-Owned) that hold a current certification from the Virginia Department of Minority Business Enterprises (DMBE). DMBE's website www.dmbv.virginia.gov gives an explanation as to the procedure to follow to become a certified small business and will provide the necessary forms to complete.
- B. **DISTRIBUTOR AUTHORIZATION/CONTRACTOR ELIGIBILITY:** Manufacturer's responding to the COV portion of this solicitation must designate a Virginia DMBE certified small business distributor for the COV. This designation must be presented in the form of an official letter (on Manufacturer Stationary) from the Manufacturer to the certified DMBE small business distributor stating the qualification and authorizing such distributor to sell, distribute, warranty, service, and repair the product line for which the Manufacturer is offering within the COV. Response must also contain a letter from the DMBE small business agreeing to be bound to all portions of the solicitation submitted by the manufacturer and any award. Such letter must accompany the solicitation response.
- C. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the COV, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **CANCELLATION OF CONTRACT:** The COV reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

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- E. **DELIVERY:** The Commonwealth expects complete delivery within 30 calendar days after receipt of order.
- F. **MINIMUM ORDERS:** Minimum order amounts (if any) shall be F.O.B. Destination, meaning actual freight costs are included in the price offered and set in conjunction with the State of Oklahoma.
- G. **RENEWAL OF CONTRACT:** Renewal periods shall be as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract.
- H. **AWARD:** The COV portion of the award(s) will be made, in conjunction with the State of Oklahoma/NASPO Cooperative solicitation/contract, to the responsive and responsible manufacturer who has designated a DMBE certified small business distributor for the COV on a Grand Total basis (by Manufacturer Line if applicable). The purchasing office reserves the right to conduct any test that it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all proposals, in whole or in part, to waive informalities and to delete items prior to making an award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- I. **PRICE ESCALATION/DE-ESCALATION:** Price adjustments shall be as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract. "Across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the State of Oklahoma and the COV.
- J. **PURCHASE VOLUME REPORTS:** The Contractor shall furnish the Division of Purchases and Supply quarterly reports covering the total dollar volume of purchases by ordering Agencies. These reports should include the name of the ordering entity, quantity purchased, unit price, total dollar amount sold, purchase order number, and date item sold. Reports shall be delivered to the COV, Department of General Services, ATTN: Tina Mizelle, Statewide Contract Officer, 1111 E. Broad Street, 6th Floor, Richmond, VA 23219, or emailed to Tina Mizelle at tina.rodriquez@dgs.virginia.gov. These reports shall be sent within thirty-days upon completion of quarterly performance periods cited in the paragraph below. Sample of the required quarterly report is attached. Contract quarterly reporting periods shall be:

January 1 through March 31 – due April 30;

April 1 through June 30 – due July 30;

July 1 through September 30 – due October 30; and

October 1 through December 31 – due January 30.

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- K. **QUANTITIES**: Quantities set forth in this solicitation are estimates only, and the Contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
- L. **CONTRACT TERM**: The initial term of this contract will be as stated in the State of Oklahoma/NASPO Cooperative solicitation/contract.
- M. **RETURN OF GOODS**: Bidder/offeror shall submit with their bid their returned goods policy.
- N. **PRODUCT RECALL**: Contractor shall notify the State of Oklahoma, the COV and any using Agencies within 24 hours of receiving notification from the manufacturer or State or Federal agency that a product has been recalled. The notification shall include the procedures to be followed to comply with the recall. The bidder must disclose any voluntary and/or mandatory product recalls within in the past 5 years.
- O. **EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS**: It is anticipated that the contract will result in multiple purchase orders (i.e., one for each agency order and/or delivery requirement) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, Capped at \$500 per order.
- (ii) Businesses that are not DMBE-certified Small Businesses: 1%, Capped at \$1,500 per order.

The eVA transaction fee will be assessed approximately 30 days after each purchase order is issued. Any adjustments (increases/decreases) will be handled through eVA change orders.

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Internet electronic procurement solution, website portal www.eva.virginia.gov , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- P. **ADDITIONAL INFORMATION:** The Commonwealth reserves the right to ask any offeror to submit information missing from its proposal, to clarify its offer, and to submit additional information which the Commonwealth deems desirable.
- Q. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this solicitation, no indication of such sales or services to the COV will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the COV or any agency or institution of the Commonwealth has purchased or uses its products or services. This clause does not apply to product information produced for use by COV.
- R. **CONFIDENTIALITY:** Unless approved in writing by the Department of General Services, Division of Purchases and Supply, the contractor may not sell or give to any individual or organization, reports, sales information, or other materials given to, prepared or assembled for contract users.
- S. **WARRANTY & MAINTENANCE MANUALS:**
- All products shall be fully guaranteed against defects in material and workmanship. Should any defect be noted by the owner, the purchasing office or his designee will notify the contractor of such defect or non-conformance. Notification will state either (1) that the contractor shall replace

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or correct, or (2) the owner does not require replacement or correction, but an equitable adjustment to the contract price will be negotiated. If the contractor is required to correct or replace, it shall be at no cost to the COV and shall be subject to all provisions of this clause to the same extent as materials initially delivered. If the contractor fails or refuses to replace or correct the deficiency, the office issuing the purchase order may have the materials corrected or replaced with similar items and charge the contractor the cost occasioned thereby or obtains an equitable adjustment in the contract price. **Please attach Manufacturer's Warranty with solicitation response.** The contractor shall provide with each piece of equipment an operations and maintenance manual with wiring diagrams, and parts lists.

- T. **TRAINING:** The contractor shall provide a minimum of two (2) hours training to 25% of the purchasing agency's employees, led by a sales representative and one (1) instructional video/DVD in English, provided at no additional cost to the COV for each ordering Agency. Training shall be held at the using/ordering Agency facility.
- U. **Mandatory Acceptance of Small Purchase Charge Card:** Purchasing charge cards offer COV State agencies and Institutions the opportunity to streamline their procedures for procuring and paying for small dollar goods and services. Vendors responding to this solicitation should note that acceptance of payment by purchase card is **mandatory (unless waived by DPS) within 90 days of contract award.** For current contracts where acceptance of the purchasing card is not in effect, **Contractors must (unless waived by DPS) accept purchase card payments within 90 days of contract renewal.**

Payment for orders issued against the contract(s) resulting from this solicitation must allow for the Purchase Order Number to be passed at the time of charge so that the Purchase Order Number is received by the card platform and passed to the Card provider. This can be accomplished by vendors establishing their card account at **Level 2, which is mandatory or Level 3 which is optional.** Information on the various levels for the Bank of America VISA is indicated below.

Charge Card Levels:

The amount of data passed for each charge card payment depends on the level at which the charge card is established. The levels are delineated below and the preferred level by the Commonwealth is level 2.

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Level 1 vendors provide basic credit card purchase information, including but not limited to the data listed below. By passing "Basic Data", the vendor has a standard interchange cost.

- Supplier Name
- Merchant Category Code
- Date
- Total Purchase Amount

Level 2 vendors provide additional information to the Level 1 elements, including, but not limited to the data listed below. By passing level 2 detail, the vendor will receive lower interchange costs. Level 2 is **mandatory** for any vendors who do business with the COV and accept Bank of America VISA.

- Customer Code (PCO Number from eVA)
- Vendor Tax ID

Level 3 vendors provide line item detail, in addition to the Level 1 and Level 2 elements, including, but not limited to the data listed below. By passing Level 3 (**which is optional**) data which is considered Superior data, the vendor will receive the lowest interchange costs.

- Item Description
- Item Quantity
- Item Unit of Measure
- Product Code
- Freight Amount
- Extended line Item Amount

For more information regarding the COV, Department of Accounts (DOA) Small Purchase Charge Card Program, visit the website http://www.doa.virginia.gov/General_Accounting/Charge_Card/Charge_Card_Main.cfm.

- V. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the COV, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in

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the manner already and permanently described by the contractor on the materials, goods or equipment delivered.

W. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER**: Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

X. **SURCHARGE ADJUSTMENT**: The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. The Contractor must remit the SCA within 30 days after the end of each quarterly reporting period as shown in ATTACHMENT titled "QUARTERLY REPORT TEMPLAT". For the purposes of this Contract, Contractor will consider a sale to be completed when the Contractor receives payment from the Authorized User. The SCA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the SCA together with a copy of the Contractor's Monthly Detailed Usage Report as delineated in the Attachment C. The SCA reimburses the Commonwealth and defrays the costs for Spend Management procurements and the administration of the subsequent awards. The SCA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DGS may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates agreement, then the payment shall be made by check as described herein made payable to the Treasurer of Virginia.

Checks are to be payable to: Treasurer of Virginia.

Checks are mailed to:

Department of General Services

P.O. Box 267

Richmond, VA 23218-0267

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If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of this Contract.

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STANDARD TERMS AND CONDITIONS:

- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

- 1.1 BUSINESS REGISTRATION** – As a condition to entering into a State contract, effective January 18, 2010, pursuant to an amendment to N.J.S.A. 52:32-44, State and local entities (including the Division of Purchase and Property) are prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the bid proposal has a valid Business Registration Certificate on file with the Division of Revenue.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all their sales of tangible personal property delivered into the State.

Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.htm>.

- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his guarantee that he and any subcontractors he might employ to perform the work covered by this proposal will comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.
- 1.3(a) PUBLIC WORKS CONTRACTOR REGISTRATION ACT** - The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractors who bid on or engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464

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or <http://www.nj.gov/labor/lse/lspubcon.html>.

1.4 AMERICANS WITH DISABILITIES ACT - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

1.6 OWNERSHIP DISCLOSURE - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.7 COMPLIANCE - LAWS - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.8 COMPLIANCE - STATE LAWS - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.9 COMPLIANCE - CODES - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

2. LIABILITIES

2.1 LIABILITY - COPYRIGHT - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.

2.2 INDEMNIFICATION - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The Contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof, naming the State as an Additional Insured and shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

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The insurance to be provided by the contractor shall be as follows:

- a. Comprehensive General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Comprehensive General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as Additional Insureds. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed Comprehensive General

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Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage.

- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

\$1,000,000 BODILY INJURY, EACH OCCURRENCE

\$1,000,000 DISEASE EACH EMPLOYEE

\$1,000,000 DISEASE AGGREGATE LIMIT

3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 CONTRACT AMOUNT - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

3.2 CONTRACT PERIOD AND EXTENSION OPTION - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend a contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

3.3 BID AND PERFORMANCE SECURITY

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

- 1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
- 2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
 - a. Issue an award notice for those offers accepted by the State;
 - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess

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costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution. The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b, 1, and nonpayment for work performed.

3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that its bid has not been accepted or that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

3.5 TERMINATION OF CONTRACT

- a. For Convenience

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate at any time, in whole or in part, any contract entered into as a result of this Request for Proposal for the convenience of the State, upon no less than 30 days written notice to the contractor.

- b. For cause:

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.
2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

- c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

- d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

3.6 COMPLAINTS - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

ATTACHMENT (F)

State of New Jersey

3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-1
6.1 permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-1 6.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-1 6.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A -25. 9 permits any college to participate in any term contract(s) that may be established as a result of this proposal.

3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60 permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

3.11 SUBCONTRACTING OR ASSIGNMENT - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.12 MERGERS, ACQUISITIONS - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

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The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

3.13 PERFORMANCE GUARANTEE OF BIDDER - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry

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In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

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- e. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- f. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- g. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- h. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- i. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

3.14 DELIVERY GUARANTEES - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-

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State of New Jersey

2.1D.

3.16 BID ACCEPTANCES AND REJECTIONS - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12- 2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the bidder's financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

3.19 MAINTENANCE OF RECORDS - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

3.20 ASSIGNMENT OF ANTITRUST CLAIM(S) - The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- a. It will take no action which will in any way diminish the value of the rights conveyed or assigned hereunder.
- b. It will advise the Attorney General of New Jersey:
 1. in advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action;
 2. immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- c. It will notify the defendants in any antitrust suit of the fact of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice will be sent to the Attorney General of New Jersey.

Furthermore, it is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

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State of New Jersey

4. TERMS RELATING TO PRICE QUOTATION

4.1 PRICE FLUCTUATION DURING CONTRACT - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

4.2 DELIVERY COSTS - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

4.3 C.O.D. TERMS - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

4.4 TAX CHARGES - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

a.

4.5 PAYMENT TO VENDORS - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting MasterCard. For more information, call your bank or any merchant services company.

4.6 NEW JERSEY PROMPT PAYMENT ACT - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to

ATTACHMENT (F)

State of New Jersey

processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

4.7 RECIPROCITY - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12-2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

5. CASH DISCOUNTS - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

6. STANDARDS PROHIBITING CONFLICTS OF INTEREST - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-1 3i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
- b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
- c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
- d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
- f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under

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State of New Jersey

the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

7. NOTICE TO ALL BIDDERS SET-OFF FOR STATE TAX NOTICE

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c. 184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

- 8. APPLICABLE LAW** - This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles.

ATTACHMENT (G)
STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

TERMS AND CONDITIONS

This contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

1. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri (state). The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the state.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the contract shall be in the Circuit Court of Cole County, Missouri.
- f. The contractor shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

2. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

3. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

4. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

5. CONFLICT OF INTEREST

Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

6. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

7. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.

- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

8. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the state may cancel the contract. At its sole discretion, the state may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide state within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the contract immediately.
- c. If the state cancels the contract for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the state deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

9. BANKRUPTCY OR INSOLVENCY

Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

10. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the state until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

12. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

13. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

14. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

15. Stabilization (FMAP) Funding:

The contractor and any subcontractors must comply with all reporting requirements as published at any time during the contract period in order to allow for accountability of ARRA funds in a manner that ensures transparency and accountability in accordance with all program and ARRA requirements.

16. Federal Funds Requirement:

The contractor shall understand and agree that this procurement may involve the expenditure of federal funds. Therefore, in accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. the percentage of the total costs of the program or project which will be financed with Federal money;
- b. the dollar amount of Federal funds for the project or program; and
- c. percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

17. OFFSHORE REQUIREMENT:

***Outside United States** - If any products and/or services offered under this contract are being manufactured or performed at sites outside the United States, the contractor MUST disclose such fact and provide details in the space below or on an attached page.*

Are products and/or services being manufactured or performed at sites outside the United States?	Yes _____	No <u> X </u>
Describe and provide details: N/A		

A	B	C	D	E	F	G	H	I
1	ATTACHMENT (H)							
2	PRICING MATRIX							
3	Manufacturer	Single Order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
4	ZOLL	(AED) Make and Model						
5		AED Plus with AED Cover	\$1,215.96	same	same	same	same	same
6			same					
7		Please see attached price list	same					
8		for volume discounts for 51-99	same					
9		units and 100+ units)	same					
10			same					
11			same					
12			same					
13			same					
14	ZOLL	AED Plus with voice recording	same					
15		and AED cover	\$1,287.45	same	same	same	same	same
16			same					
17		Pricing is the same for all	same					
18		quantities purchased.	same					
19			same					
20		Please see attached price list	same					
21		for additional AED Plus options.	same					
22			same					
23			same					
24	ZOLL	AED Pro Seal Auto-Manual	same					
25			\$2,586.50	same	same	same	same	same
26		Pricing is the same for all	same					
27		quantities purchased.	same					
28			same					
29		Please see attached price list	same					
30		for additional AED Pro options.	same					
31			same					
32			same					
33			same					

[illegible]

A		B		C	D	E	F	G	H	I
67	PRICING MATRIX			Single						
68	Manufacturer	(Chest Compression) Make and Model		Order	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year
69	2011	AutoPulse		1 to 5	\$10,775.10	same	same	same	same	same
70		Pricing is the same for all		6 to 10	same					
71		quantities purchased.		11 to 15	same					
72				16 to 20	same					
73		Please Note: Pricing is for		21 to 25	same					
74		unit only for all items. Please		26 to 30	same					
75		see attached price list for		31 to 35	same					
76		accessories.		36 to 40	same					
77				41 to 45	same					
78				46 to 50	same					
79				1 to 5						
80				6 to 10						
81				11 to 15						
82				16 to 20						
83				21 to 25						
84				26 to 30						
85				31 to 35						
86				36 to 40						
87				41 to 45						
88				46 to 50						
89				1 to 5						
90				6 to 10						
91				11 to 15						
92				16 to 20						
93				21 to 25						
94				26 to 30						
95				31 to 35						
96				36 to 40						
97				41 to 45						
98				46 to 50						

ATTACHMENT (I)

I.1 . Warranty Information:

Please include documentation concerning the warranty on each instrument and associated Supplies and accessories offered in this solicitation:

AED Plus and AED Pro: Five (5) Years

E Series, M Series, and AutoPulse: One (1) Year

Please see attached Section VI - Warranty Information for further details.

I.2. Value added Recommendations:

Please list any value added recommendations below:

AED Plus Quantity Discounts:

AED Plus with AED Cover:

1-50 units in a single PO: \$1,215.96

51-99 units in a single PO: \$947.50

100+ units in a single PO: \$852.75

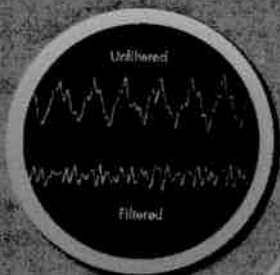
RescueNet® Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.



Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.



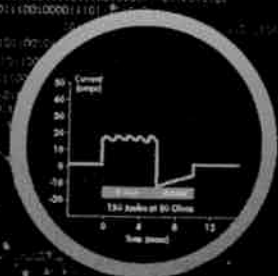
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

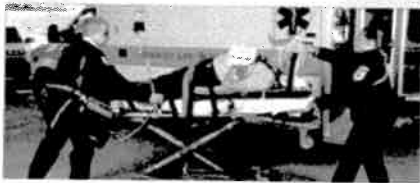
High current/low energy waveform; the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – III. Price List

realCPR help

see-thruCPR



NASPO / State of OK

Price Book

April 2011

ZOLL.

ZOLL AED Plus - EMS / Public Safety Series

List Price NASPO / State of OK 1-50 units in a single PO NASPO / State of OK 51-99 units in a single PO NASPO / State of OK 100+ units in a single PO

AED Plus®

Includes: LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph. Supplied with Public Safety PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.

Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2	0	1	0	0	0	0	0	1	0	1	0	1	1	0	1	0
2	0	1	0	0	0	0	0	1	0	2	0	1	1	0	1	0
2	0	1	0	0	0	0	0	3	0	2	0	1	1	0	1	0

AED Plus with Graphical Cover

\$1,995

\$1,215.96

N/A

N/A

AED Plus with AED Cover

\$1,995

\$1,215.96

\$947.50

\$852.75

AED Plus with Professional Interface (no circle of icons)

\$1,995

\$1,215.96

N/A

N/A

2	0	6	0	0	0	0	0	1	0	1	0	1	1	0	1	0
2	0	7	0	0	0	0	0	1	0	1	0	1	1	0	1	0
2	0	5	0	0	0	0	0	1	0	2	0	1	1	0	1	0

AED Plus and Small Pelican Case

\$2,095

\$1,409.35

N/A

N/A

AED Plus and Large Pelican Case

\$2,145

\$1,437.35

N/A

N/A

AED Plus with AED cover and Police Carry Case

\$1,995

\$1,345.45

N/A

N/A

AED Plus with VOICE RECORDING

Includes: Built-in digital voice recording, LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph. Supplied with Public Safety PASS Cover, Softcase, Operator's Guide and (5) five year limited warranty.

Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
2	0	1	0	0	0	0	1	1	0	1	0	1	1	0	1	0
2	0	1	0	0	0	0	1	1	0	2	0	1	1	0	1	0
2	0	1	0	0	0	0	1	3	0	2	0	1	1	0	1	0
2	0	6	0	0	0	0	1	1	0	1	0	1	1	0	1	0
2	0	7	0	0	0	0	1	1	0	1	0	1	1	0	1	0
2	0	5	0	0	0	0	1	1	0	2	0	1	1	0	1	0

AED Plus with Voice Recording and Graphical Cover

\$2,210

\$1,287.45

N/A

N/A

AED Plus with Voice Recording and AED Cover

\$2,210

\$1,287.45

N/A

N/A

AED Plus with Voice Recording and Professional Interface (no circle of icons)

\$2,210

\$1,287.45

N/A

N/A

AED Plus with Voice Recording and Small Pelican Case

\$2,300

\$1,351.25

N/A

N/A

AED Plus with Voice Recording and Large Pelican Case

\$2,345

\$1,379.75

N/A

N/A

AED Plus with Voice Recording, AED Cover, and Police Carry Case

\$2,210

\$1,345.45

N/A

N/A

AED Plus Accessories

Disposables

8900-0800-01	CPR-D • padz® one piece electrode pad with Real CPR Help®. Supplied with gloves, barrier mask, scissors, razor, wet wipe and dry wipe. Five (5) year shelf-life.	\$169	\$105.79
8900-0807-01	CPR-D accessory kit contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch. one each.	\$19	\$12.07
8900-0808-01	CPR-D accessory kit contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch. one case of 50 each.	\$800	\$535.50
8900-0810-01	pedi•padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	\$95	\$63.19

Battery Support

8000-0807-01	Type 123 Lithium Batteries, quantity of ten (10) with storage sleeve	\$75	\$53.25
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Note: Batteries & Electrodes must be purchased separately.

** Contact Local Representative for quantity requirements.

AED Plus Accessories (continued)

List Price NASPO /
State of OK

Miscellaneous

7771-0002-01	AED Plus 2005 Guidelines Upgrade Ten - Kit. Includes instruction sheet, ZOLL Administrative Software (ZAS) and ten sets of icon stickers for modifying icons on the face of the AED Plus ®, and a Software Update Acknowledgement Form to be faxed or sent back to ZOLL when upgrades are complete.	\$100	\$100.00
7771-0004-01	AED Plus 2005 Guidelines Upgrade Single - Kit. Includes instruction sheet, ZOLL Administrative Software (ZAS) and one set of icon stickers for modifying icons on the face of the AED Plus ®, and a Software Update Acknowledgement Form to be faxed or sent back to ZOLL when upgrades are complete.	\$10	\$10.00
8008-0595	AED Plus 2005 Guidelines Upgrade Icon Sticker Ten - Pack. Includes ten sets of icon stickers with no CD.	\$100	\$100.00
7777-0801-01	AED Plus 5.1 Application Software Upgrade Kit. Allows users to upgrade their AED Plus ® to the latest level of software. Allows the AED Plus ® to recognize Padi Padz II and perform pediatric rescue. Includes Admin Guide and Upgrade Instructions.	\$25	\$17.75
8000-0837-01	Large Pelican Case with cut-outs for AED Plus. CPR-D • padz and padi • padz II	\$219	\$127.09
8000-0836-01	Small Pelican Case with cut-outs for AED Plus ® only	\$199	\$98.69
8000-0802-01	Replacement Softcase	\$105	\$74.55
8000-0806-01	Replacement Softcase - POLICE	\$105	\$74.55
8000-0812-01	Replacement Public Safety PASS Cover designed for CPR-D Padz and accessories	\$55	\$35.50
8000-0808-01	Replacement Public Access PASS Cover (Graphic Interface Label) designed for CPR-D Padz and accessories	\$55	\$35.50
8000-0803-01	Compact Low Profile Public Safety Cover (not for use with CPR-D Padz and accessories)	\$55	\$35.50
8000-0804-01	Defibrillator Analyzer Adapter Cable - connects AED Plus to defibrillator analyzer	\$105	\$69.58
8000-0819-01	Simulator/Tester -connects to AED Plus to demonstrate operation	\$239	\$106.50
8000-0809-01	Mounting Bracket (used to mount unit on the wall)	\$65	\$35.50
8000-0855	Standard Metal Wall Cabinet	\$199	\$131.35
8000-0738	Standard Metal Wall Cabinet with Strobe Light	\$229	\$162.59
8000-0855-02	Brushed Stainless Steel Wall Cabinet	\$389	\$276.19
8000-0817	Surface Wall Mounting Box	\$319	\$212.29
8000-0814	Recessed Wall Mounting Box	\$319	\$212.29
8000-0811	Flush Wall Mounting Box	\$319	\$212.29
8000-0856	Clear AED Plus ® Wall Cabinet	\$350	\$233.59
8000-0608-01	RescueNet Code Review Software - Physical copy	\$95	\$63.19
8000-0815	USB IrDA Adapter	\$105	\$69.58
8000-0816	RS-232 IrDA Adapter	\$105	\$69.58
9650-0300-01	Operator's Guide for individual operators or for use as wall poster**	\$6	\$3.55
9650-0301-01	Administration Guide	\$6	\$3.55
8000-0311-01	ZOLL Administration Software, CD-ROM	\$159	\$105.79
9658-0401-01	EMS / Public Safety AED Plus ® Promotional Video - Mpeg file on CD	\$25	\$17.75
9310-0738	AED Plus 3-D Wall Sign	\$14	\$9.23
8000-0825	AED Plus Wall Sign (8 1/2" x 11")	\$11	\$7.10

AED Plus Training and Accessories

List Price NASPO /
State of OK

AED Plus Trainer 2 Unit

Option 1 sells

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
8	0	0	8	-	0	0	5	0	-	0	1					

The AED Plus Trainer2 can be used by trainers to train users of the AED Plus. Supplied with wireless Remote Controller, one set of **CPR-D** training electrodes, one pair of replacement gels, 4 D-Cell batteries, 2 AA batteries, Operators Guide, and a (6) six month limited warranty.

AED Plus Trainer 2 Unit

\$379

\$269.09

Accessories

8900-0804-01	CPR-D • padz Training Electrodes (TO BE USED WITH TRAINER ONLY) -- with reusable "Z-design" electrode with CPR hand placement indicator and one (1) pair of disposable adhesive gels. (Note: the disposable gels must be applied to the reusable pad before use.)	\$90	\$60.35
8900-0803-01	Replacement Adhesive gels for CPR-D • padz - Training Electrode replacements, 5 pair .	\$31	\$20.59
8008-0007	Trainer Wireless Remote Controller with 2 AA batteries (replacement)	\$69	\$48.99

** Note: Replacement D-cell and AA batteries are not available from ZOLL.

AED Plus Training Unit

Option 1 sells

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
8	0	0	8	-	0	1	0	4	-	0	1					

The AED Plus trainer is for use by Trainers to train in the use of the AED Plus. Supplied with Training Remote Control, hand held cord, one set **CPR-D** training electrodes, one pair of replacement gels operator manual, administration guide and (1) one year limited warranty.

AED Plus Training Unit

\$479

\$340.09

Accessories

8900-0804-01	CPR-D • padz Training Electrodes (TO BE USED WITH TRAINER ONLY) -- with reusable "Z-design" electrode with CPR hand placement indicator and one (1) pair of disposable adhesive gels. (Note: the disposable gels must be applied to the reusable pad before use.)	\$90	\$60.35
8900-0803-01	Replacement Adhesive gels for CPR-D • padz - Training Electrode replacements, 5 pair .	\$31	\$20.59
8000-0821	Trainer Phone Cord (replacement)	\$21	\$13.49
8000-0822	Trainer US AC Adapter	\$55	\$35.50
1008-0113-01	Trainer Remote (replacement)	\$165	\$106.50
9650-0304-01	Trainer Operator's Guide (replacement)	\$11	\$7.10
9650-0850-01	AED Plus EMS and Public Safety Video - VHS	\$27	\$17.75
9650-0851-01	AED Plus First Responder Video - VHS	\$27	\$17.75
9658-0413-01	AED Plus Setup and Practice Videos. AED Plus in-service and training DVD collection. Includes videos on in-servicing your AED Plus, setting up the device, and performing single and team rescues with the AED Plus. DVD also contains WMV files allowing users who do not have the capability to play a DVD the ability to view the videos.	\$10	\$7.00

** Note: Batteries & Electrodes must be purchased separately.

8008-0006-01	Real CPR Help Travel Trainer	\$399	\$261.99
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Sales Demo Kit

8000-0834-01	AED Demo Kit. Includes carry bag, manikin torso with head and one CPR-D Demo Pad.	\$399	\$226.49
8000-0847-01	AED Plus Demo Kit Carry Bag	\$149	\$105.79
8000-0835-01	AED Plus Demo Manikin. Includes manikin torso with velcro strips attached and a separate head with hardware for attachment	\$199	\$70.29
8900-5007	CPR-D Demo Pad (TO BE USED WITH CLINICAL UNIT ONLY). Includes one CPR-D Demo Pad (with Velcro strips for attachment to manikin) and y-cable with intelligent CPR puck and connector for simulator.	\$125	\$84.49
8900-0809-01	Replacement CPR-D Demo Pads. Includes a pair of CPR-D replacement electrode pads with tabbed pull-away gel covers without the CPR puck assembly. Can be used to replace worn or frayed pads from complete CPR-D Demo Pad.	\$40	\$27.69

****ZOLL AED Plus - For Distributor Use Only****

List Price Distributor
Price

AED Plus ®

Option Fields

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17		
2	2	2	0	0		0	1	0	1	0	1	0	1	1	0	1	0	AED Plus with Graphical Cover, one CPR-D padz, one sleeve of batteries and medical prescription. Includes LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph, Operator's Guide and five (5) year limited warranty on AED. Carry Case is not included.	\$1,995 \$1,300.45
2	2	2	0	0		0	1	0	1	0	2	0	1	1	0	1	0	AED Plus with AED Cover, one CPR-D padz, one sleeve of batteries and medical prescription. Includes LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph, Operator's Guide and five (5) year limited warranty on AED. Carry Case is not included.	\$1,995 \$1,300.45
2	2	2	0	0		0	1	0	3	0	2	0	1	1	0	1	0	AED Plus with Professional Interface (no circle of icons), one CPR-D padz, one sleeve of batteries and medical prescription. Includes LCD screen showing voice prompt messages, device advisory messages, elapsed time, shock count and chest compression graph, Operator's Guide and five (5) year limited warranty on AED. Carry Case is not included.	\$1,995 \$1,300.45

AED Pro®

List Price NASPO /
State of OK

AED Pro Defibrillators:

Option Fields

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17

9	0	1	1	0	2	0	0	4	9	9	9	9	1	0	1	0
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AED Pro® Semi-Auto/Manual.

\$3,795 \$2,586.50

Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, five year factory warranty, limited lifetime outer housing warranty

Other Options:

9	0	1	1	0	6	0	0	4	9	9	9	9	1	0	1	0
9	0	1	1	0	4	0	0	4	9	9	9	9	1	0	1	0

AED Pro® Manual Only.

\$3,595 \$2,446.50

AED Pro® Semi-Auto Only.

\$3,595 \$2,446.50

AED Pro Notes

- Voice Recording can be added to AED Pro® by changing digit 8 with a "2". Add \$545.
- Batteries and Electrodes for all AED Pro® defibrillators are NOT included with device and MUST be ordered as separate line items. See AED Pro® accessories for part numbers and prices.

AED Pro Lifetime Unconditional Outer Housing Warranty

ZOLL Medical Corporation warrants solely to the purchaser of an AED Pro® defibrillator that if the AED Pro® injected molded enclosure is cracked or broken under normal operating conditions, that ZOLL will repair or replace the exterior upper or lower housing (at its sole option) so as to return the housing to its original factory condition. This warranty is provided for the life of the AED Pro® unit when the AED Pro® is used under normal conditions.

This warranty is the sole warranty made with respect to the AED Pro® upper and lower housing and is expressly in lieu of any other warranty either stated or implied, including any implied warranty of merchantability. ZOLL expressly disclaims all liability for any special or consequential damages. Breakage or damage to the screen, electronic or other portion of the AED Pro® defibrillator other than the injected molded enclosure is specifically excluded from this warranty.

AED Pro ® AccessoriesList Price
NASPO /
State of OK**Cables**

8000-0838	AED Pro ECG Cable AAMI	\$160	\$120.00
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Batteries

8000-0860-01	AED Pro non-rechargeable lithium battttery pack	\$160	\$120.00
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Cases

8000-0810-01	AED Pro Soft Carry Case	\$105	\$80.00
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8000-0832-01	AED Pro Molded Vinyl Carry Case with Spare Battery Compartment	\$165	\$120.00
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8000-0875-32	AED Pro Hard Case with Foam Cut-Outs	\$229	\$143.20
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8000-0255-01	ZOLL AED Pro / Propaq LT Combo Carry Case	\$195	\$146.25
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Simulator

8000-0829-01	AED Pro Simulator	\$295	\$180.00
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Other

8008-0006-01	Real CPR Help Travel Trainer	\$399	\$299.25
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8000-0843-01	ZOLL Administrative Software for AED Pro, CD-ROM	\$27	\$20.00
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7771-0001-01	AED Pro 2005 Guidelines Upgrade Kit	\$25	\$25.00
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Manuals

9650-0350-01	AED Pro Replacement Operator Guide	\$27	\$20.00
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9650-0309-01	AED Pro Service Manual	\$55	\$40.00
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E Series®

Option Fields

List Price NASPO / State of OK

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
5	0	1	0	0	0	1	0	0	1	0	0	6	4	0	1	3

E Series AED with Manual Override, AC Power, Printer, Protocol Assist Codemarkers and GPS Clock Auto Sync

Includes: TriMode Display, 3-lead ECG Patient Cable, Universal Cable, Two Rechargeable Sealed Lead Acid Batteries, RS-232 Data Transfer Port, Rugged SoftPack Carry Case and Rapid Cable Deployment System, AC Power Cord, 12" AC Extension Cable, One Package of Recorder Paper, Two PCMCIA Card Slots, Operator's Manual, and Standard One (1) Year Warranty for EMS Use.

\$11,195

\$8,396.25

E Series® AED

Options

5	0	1	1	1	8	1	0	0	2	0	1	6	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$28,620	\$21,465.00
5	0	1	1	0	8	1	0	0	1	0	1	6	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$20,290	\$15,217.50
5	0	1	1	1	7	1	0	0	2	0	1	6	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,875	\$19,406.25
5	0	1	1	0	7	1	0	0	1	0	1	6	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port)	\$17,545	\$13,158.75
5	0	1	1	1	4	1	0	0	2	0	1	6	4	0	1	3	Noninvasive Pacing, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,545	\$19,158.75
5	0	1	1	0	4	1	0	0	1	0	1	6	4	0	1	3	Noninvasive Pacing, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$17,220	\$12,915.00
5	0	1	1	1	3	1	0	0	2	0	1	6	4	0	1	3	Noninvasive Pacing, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$22,800	\$17,100.00
5	0	1	1	0	3	1	0	0	1	0	1	6	4	0	1	3	Noninvasive Pacing and SpO ₂ (comes with EtCO ₂ port)	\$14,475	\$10,856.25
5	0	1	0	1	0	1	0	0	2	0	1	6	4	0	1	3	Noninvasive Pacing, 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$21,595	\$16,196.25
5	0	1	0	0	0	1	0	0	1	0	1	6	4	0	1	3	Noninvasive Pacing	\$13,295	\$9,971.25
5	0	1	1	1	8	1	0	0	2	0	0	6	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$26,545	\$19,908.75
5	0	1	1	0	8	1	0	0	1	0	0	6	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$18,245	\$13,683.75
5	0	1	1	1	7	1	0	0	2	0	0	6	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$23,800	\$17,850.00
5	0	1	1	0	7	1	0	0	1	0	0	6	4	0	1	3	NIBP w/ Adult-Plus cuff and hose and SpO ₂ (comes with EtCO ₂ port)	\$15,500	\$11,625.00
5	0	1	1	1	4	1	0	0	2	0	0	6	4	0	1	3	SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$23,490	\$17,617.50
5	0	1	1	0	4	1	0	0	1	0	0	6	4	0	1	3	SpO ₂ and SpCO (comes with EtCO ₂ port)	\$15,190	\$11,392.50
5	0	1	1	1	3	1	0	0	2	0	0	6	4	0	1	3	SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$20,745	\$15,558.75
5	0	1	1	0	3	1	0	0	1	0	0	6	4	0	1	3	SpO ₂ (comes with EtCO ₂ port)	\$12,445	\$9,333.75
5	0	1	0	1	0	1	0	0	2	0	0	6	4	0	1	3	12-lead ECG with 1-step Patient Cable and Integrated Bluetooth	\$19,525	\$14,643.75

E Series®

Option Fields

List Price NASPO / State of OK

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
5	0	2	0	0	0	1	0	0	1	0	0	2	4	0	1	3

E Series ACLS Manual with See-Thru CPR®, Real CPR Help® and Advisory Capabilities; plus AC Power, Printer, Protocol Assist Code Markers and GPS Clock Auto Sync

Includes: TriMode Display, 3-lead ECG Patient Cable, Universal Cable, Two Rechargeable Sealed Lead Acid Batteries, RS-232 Data Transfer Port, Rugged SoftPack Carry Case and Rapid Cable Deployment System, AC Power Cord, 12" AC Extension Cable, One Package of Recorder Paper, Two PCMCIA Card Slots, Operator's Manual, and Standard One (1) Year Warranty for EMS Use.

\$10,595 \$7,946.25

E Series® ACLS

Options

5	0	2	1	1	8	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$27,990	\$20,992.50
5	0	2	1	0	8	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$19,690	\$14,767.50
5	0	2	1	1	7	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,245	\$18,933.75
5	0	2	1	0	7	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing, NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port)	\$16,945	\$12,708.75
5	0	2	1	1	4	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$24,420	\$18,315.00
5	0	2	1	0	4	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$16,590	\$12,442.50
5	0	2	1	1	3	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$22,175	\$16,631.25
5	0	2	0	0	0	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing	\$12,650	\$9,487.50
5	0	2	0	1	0	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$20,975	\$15,731.25
5	0	2	1	0	3	1	0	0	1	0	0	2	4	0	1	3	SpO ₂ (comes with EtCO ₂ port)	\$11,800	\$8,850.00
5	0	2	1	1	8	1	0	0	2	0	0	2	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,970	\$19,477.50
5	0	2	1	0	8	1	0	0	1	0	0	2	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ and SpCO (comes with EtCO ₂ port)	\$17,620	\$13,215.00
5	0	2	1	1	7	1	0	0	2	0	0	2	4	0	1	3	NIBP w/ Adult-Plus cuff and hose, SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$23,225	\$17,418.75
5	0	2	1	0	7	1	0	0	1	0	0	2	4	0	1	3	NIBP w/ Adult-Plus cuff and hose and SpO ₂ (comes with EtCO ₂ port)	\$14,875	\$11,156.25
5	0	2	1	0	3	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing and SpO ₂ (comes with EtCO ₂ port)	\$13,845	\$10,383.75
5	0	2	1	1	3	1	0	0	2	0	0	2	4	0	1	3	SpO ₂ (comes with EtCO ₂ port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$20,100	\$15,075.00
5	0	2	1	0	4	1	0	0	1	0	0	2	4	0	1	3	SpO ₂ and SpCO (comes with EtCO ₂ port)	\$11,545	\$8,658.75
5	0	2	0	1	0	1	0	0	2	0	0	2	4	0	1	3	12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$18,925	\$14,193.75

E Series ® Special Considerations:

1	To order E Series CAPNO 5™ Mainstream Sensor please quote Part # 8000-0312 as additional line item at \$4,775. The E Series must also have the SpO ₂ option.	
2	To order E Series CAPNO 5™ Sidestream Module please quote Part # 8000-0367 as additional line item at \$4,775. The E Series must also have the SpO ₂ option.	
3	To order both E Series CAPNO 5™ Mainstream Sensor and CAPNO 5™ Sidestream Module together at the same time, please quote both Part # 8000-0312 and 8000-0367 as additional line items at a price of \$4,775 each. This provides a bundled price for both of \$9,550. The E Series must also have the SpO ₂ option.	
4	When ordering new E Series with SpO ₂ , SpO ₂ +SpCO, or SpO ₂ +SpCO+SpMet, please quote the cable/sensor as a separate line item.	
5	To add SpMet to new E Series with SpO ₂ +SpCO, change digit 6 to a 5 and add \$2,355 to list price. Must have SpO ₂ +SpCO for SpMet option.	
6	To add SpMet to new E Series with NIBP, SpO ₂ +SpCO, change digit 6 to a 9 and add \$2,355 to list price. Must have SpO ₂ +SpCO for SpMet option.	
7	All E Series units are configured with a biphasic waveform	
8	To order Sealed Lead Acid batteries with built in DC Charger change digit 7 to a 2.	
9	To order SurePower™ Rechargeable Lithium Ion Battery with built in AC Charger change digit 7 to a 3, and order SurePower™ Rechargeable Lithium Ion Battery (part # 8019-0535-01) as a separate line item at \$475.	
10	To order SurePower™ Rechargeable Lithium Ion Battery with built in DC Charger change digit 7 to a 4, and order SurePower™ Rechargeable Lithium Ion Battery (part # 8019-0535-01) as a separate line item at \$475.	
11	Voice recording can be added to any E Series AED. This can be ordered by replacing digit 13 with a "7". Add \$545 to List Price.	
12	Integrated Bluetooth option may be purchased by changing digit 10 to a 2 and adding \$700 per device.	
13	To order the E Series Lithium Battery filler Kit please order Part # 7777-0290 as a separate line item at \$16 per kit.	
14	To include paddle wells on the E Series, replace digit 17 with a 1.	
15	To order Roll Cage with Long Side Bags, change digit 17 to a 2.	
16	To order Rugged SoftPack Carry Case, change digit 17 to a 3.	
17	To order Expanded Carry Case, change digit 17 to a 4, and add \$100.	

E Series® Outer Housing Warranty

ZOLL Medical Corporation warrants solely to the original purchaser of an E Series Defibrillator that if the E Series injection molded housing is cracked or damaged under normal operating conditions when housed in the Roll Cage system or Rugged SoftPack Carry Case, that ZOLL will repair or replace the injection molded enclosure at its option so as to return the enclosure to original factory condition. This warranty is provided for the life on the E Series when the E Series is used under normal operating conditions. Additionally, this warranty includes the use of a loaner defibrillator during repair, the cost of shipping the damaged unit to ZOLL, and the cost of the return of the repaired or replacement unit to the original purchaser.

This limited warranty is the sole warranty made with respect to the E Series Roll-cage system or Rugged SoftPack Carry Case and is expressly in lieu of any other warranty either stated or implied, including any implied warranty of merchantability. ZOLL expressly disclaims all liability for any special or consequential damages. Breakage or damage to the screen, recorder, electronic or other portion of the E Series defibrillator other than the injection-molded enclosure are specifically excluded from this limited warranty.

EtCO₂ Mainstream Sensor and LoFlo EtCO₂ Module Warranty

ZOLL Medical Corporation warrants solely to the original purchaser of an M Series®, M Series CCT, or E Series defibrillator that if an EtCO₂ Mainstream Sensor or LoFlo EtCO₂ Module used with a ZOLL defibrillator fails under normal operating conditions, ZOLL will either replace or repair the defective Mainstream EtCO₂ sensor or LoFlo EtCO₂ Module at ZOLL's option. This limited lifetime warranty begins from the original date of purchase of the EtCO₂ Mainstream Sensor or LoFlo EtCO₂ Module.

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL Medical Corporation for any breach of warranty related to the EtCO₂ Mainstream Sensor or LoFlo EtCO₂ Module supplied hereunder. ZOLL Medical Corporation expressly disclaims all other warranties whether written, oral, implied or statutory, included but not limited to any warranties of merchantability or fitness for a particular purpose.

ZOLL E Series® / M Series® AccessoriesList Price NASPO / State
of OK**E Series Carry Bags**

8000-0910	Top Bag (Roll Cage)	\$130	\$97.50
8000-0911	Rear Bag (Roll Cage)	\$145	\$108.75
8000-0912	Short Right Bag (Roll Cage)	\$80	\$60.00
8000-0913	Short Left Bag (Roll Cage)	\$80	\$60.00
8000-0914	Shoulder Strap (Roll Cage)	\$35	\$26.25
8000-0915	Rail to Top Bag Snaps (Roll Cage)	\$30	\$22.50
8000-0916	Complete Bag Set (Roll Cage)	\$375	\$281.25
8000-0917	Long Right Bag (Roll Cage)	\$80	\$60.00
8000-0918	Long Left Bag (Roll Cage)	\$80	\$60.00
8000-0919	Complete Bag Set for Roll Cage with Long Side Bags (Roll Cage)	\$375	\$281.25
8000-0931-01	Rugged SoftPack Carry Case (Includes kickstand)	\$375	\$281.25
8000-0935-01	Expanded Rugged SoftPack Carry Case (Includes kickstand)	\$475	\$356.25
8000-0933-01	Soft Case Flap for E Series	\$55	\$41.25
8000-0921	Replacement Kick Stand for E Series with Soft Case	\$30	\$22.50

E Series Brackets (For Use with E-Series Roll Cage Versions Only)

8000-9007	E Series Bracket Kit, AC Power, with Swivel (includes swivel plate & bracket manual)	\$925	\$693.75
8000-9008	E Series Bracket Kit, DC Power, with Swivel (includes swivel plate & bracket manual)	\$925	\$693.75
8000-9009	E Series Bracket Kit, No Power, with Swivel (includes swivel plate & bracket manual)	\$875	\$656.25
8000-9011	E Series Bracket, AC Power, No Swivel	\$675	\$506.25
8000-9012	E Series Bracket, DC Power, No Swivel	\$675	\$506.25
8000-9013	E Series Bracket, No Power, No Swivel	\$625	\$468.75
8000-9014	E Series Swivel Plate	\$235	\$176.25
9650-9010-40	E Series Bracket Manual	\$30	\$22.50

M Series Carry Cases

8000-0593-01	Xtreme Pack I Carry Case, Soft case with expanded rear and side pouches for use with hands-free defibrillation (red)	\$350	\$262.50
8000-0594-01	Xtreme Pack I Carry Case, Soft case with expanded rear pouch for use with paddles (red)	\$350	\$262.50
8000-0592-01	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles	\$530	\$397.50
8000-0595-01	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation	\$530	\$397.50
8000-0742	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles and modem extension cable for 12-lead	\$635	\$476.25
8000-0743	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation and modem extension cable for 12-lead	\$635	\$476.25
8000-0056-01	Primary Carry Case, Blue Canvas	\$160	\$120.00

ZOLL E Series / M Series Accessories

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M Series Carry Cases with NIBP Module

8000-0660	Xtreme Pack I Carry Case, Soft case with expanded rear and side pouches for use with hands-free defibrillation and NIBP	\$350	\$262.50
8000-0657	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation and NIBP	\$530	\$397.50
8000-0740	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles and modem extension cable for 12-lead and NIBP	\$635	\$476.25
8000-0741	Xtreme Pack II Carry Case, molded rubber case with rear pouch and side pockets for use with hands-free defibrillation with modem extension cable for 12-lead and NIBP	\$650	\$487.50
8000-0661	Xtreme Pack I Carry Case, Soft case with expanded rear pouch for use with paddles and NIBP	\$350	\$262.50
8000-0656	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles and NIBP	\$530	\$397.50

CCT Carry Cases without Blood Pressure

8000-0700	Xtreme Pack II Carry Case for CCT with rear pouch for use with paddles	\$530	\$397.50
8000-0701	Xtreme Pack II Carry Case for CCT with rear and side pockets for use with hands-free defibrillation	\$530	\$397.50
8000-0746	Xtreme Pack II Carry Case for CCT with modem extension cable for 12-lead and rear pouch for use with paddles	\$635	\$476.25
8000-0747	Xtreme Pack II Carry Case for CCT with modem extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation	\$635	\$476.25
8000-0726	Xtreme Pack I Carry Case for CCT with rear pouch for use with paddles	\$350	\$262.50
8000-0727	Xtreme Pack I Carry Case for CCT with rear and side pockets for use with hands-free defibrillation	\$350	\$262.50

CCT Carry Cases with NIBP/IBP Module

8000-0704	Xtreme Pack II Carry Case for CCT with rear pouch for use with paddles, NIBP	\$530	\$397.50
8000-0705	Xtreme Pack II Carry Case for CCT with rear and side pockets for use with hands-free defibrillation, NIBP	\$530	\$397.50
8000-0748	Xtreme Pack II Carry Case for CCT with modem extension cable for 12-lead and rear pouch for use with paddles, NIBP	\$635	\$476.25
8000-0749	Xtreme Pack II Carry Case for CCT with modem extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation, NIBP	\$635	\$476.25
8000-0728	Xtreme Pack I Carry Case for CCT with rear pouch for use with paddles, NIBP	\$350	\$262.50
8000-0729	Xtreme Pack I Carry Case for CCT with rear and side pockets for use with hands-free defibrillation, NIBP	\$350	\$262.50

M Series Carry Cases with XL Upgrade

8000-0744	Xtreme Pack II Carry Case, XL with rear pouch for use with paddles (formerly 8000-0083-01)	\$530	\$397.50
8000-0745	Xtreme Pack II Carry Case, XL with rear and side pockets for use with hands-free defibrillation (8000-0084-01)	\$530	\$397.50
8000-0751	Xtreme Pack II Carry Case, XL with modem extension cable for 12-lead and rear pouch for use with paddles	\$635	\$476.25
8000-0752	Xtreme Pack II Carry Case, XL with modem extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation	\$635	\$476.25
8000-0717	Xtreme Pack II Carry Case, XL with rear pouch for use with paddles, NIBP	\$530	\$397.50
8000-0718	Xtreme Pack II Carry Case, XL with rear and side pockets for use with hands-free defibrillation, NIBP	\$530	\$397.50
8000-0753	Xtreme Pack II Carry Case, XL with modem extension cable for 12-lead and rear pouch for use with paddles, NIBP	\$635	\$476.25
8000-0754	Xtreme Pack II Carry Case, XL with modem extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation, NIBP	\$635	\$476.25

Note: Xtreme Pack II Carry Case (all models) includes: lifetime warranty covering defibrillator housing. See separate warranty statement on page 8 for details

M Series / CCT Case Accessories

8000-0596-01	Cable management accessory pouch	\$55	\$41.25
8000-0092-01	Replacement rear pouch for Xtreme Pack II	\$90	\$67.50
8000-0095-01	Replacement rear pouch with side pockets for Xtreme Pack II	\$160	\$120.00
7777-0129	Xtreme Pack II Upgrade for 12-lead, includes base and modem extension cable	\$210	\$157.50
8000-0096	Replacement front Flap for Xtreme Pack II with NIBP	\$45	\$33.75
8000-0097	Replacement front Flap for Xtreme Pack II	\$45	\$33.75
8000-0735	Replacement carry Strap	\$37	\$27.75

ZOLL E Series / M Series Accessories

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Cables

8000-0308-01	Universal Cable, (standard 8' cable) allows use of Paddles or Multi-Function Electrodes, Replacement	\$135	\$101.25
8000-0308-02	Universal Cable 12' extended model, allows use of Paddles or Multi-Function Electrodes, Replacement	\$185	\$138.75
8000-1005-01	5-lead Patient Cable with integral lead wires	\$160	\$120.00
8000-1007-01	1 Step Patient Cable for 12-lead ECG with limb leads and v leads (10 ft)	\$315	\$236.25
8000-1007-02	1 Step Patient Cable for 12-lead ECG with limb leads and v leads (7 ft)	\$315	\$236.25
8000-1006	Limb Lead Patient Cable for 12-lead ECG (10 ft)	\$160	\$120.00
8000-1006-02	Limb Lead Patient Cable for 12-lead ECG (7 ft)	\$160	\$120.00
8000-1008-01	V Lead Patient Cable for 12-lead ECG (3.5 ft)	\$185	\$138.75
8000-1008-02	V Lead Patient Cable for 12-lead ECG (2.5 ft)	\$185	\$138.75
8012-0208	V Lead Patient Cable with banana plugs	\$185	\$138.75
8012-0209	Alligator Clips (for patient cables with banana plugs)	\$50	\$37.50
8000-0771	Bed clip for 12 Lead ECG Patient Cable (10 per pack)	\$50	\$37.50
8000-0772	6-Lead wire organizer for v-lead cable for 12-lead ECG Patient Cable (10 per pack)	\$25	\$18.75
8000-0773	4-Lead wire organizer for Limb lead cable for 12-lead ECG Patient Cable (10 per pack)	\$20	\$15.00
8000-0780	Replacement RJ-11 Phone Cable	\$25	\$18.75
8000-0605-01	RS232 Data Transfer Cable	\$55	\$41.25
8000-0025	Replacement 3-lead ECG Patient Cable, 12 ft. (ships standard with Hospital M Series)	\$135	\$101.25
8000-0025-02	Replacement 3-lead ECG Patient Cable, 6 ft. (ships standard with EMS M Series)	\$100	\$75.00
8000-0730	AC Extension Cable for E Series and M Series(12")	\$27	\$20.25
7775-0002	AC Extension Cable Strain Relief Kit for E Series. Strain relief designed to hold AC power extension cord for use with the E Series Defibrillator/Monitor firmly in place. Contains strain relief screws (2) and instructions for use. Does not include AC Extension cable.	\$12	\$9.00
8000-0086	12-lead Modem Extension Cable, Revision B, for use with the Ositech Cellular Ready Modem and the Viking Cellular Ready Modems only. For M Series and CCT ONLY.	\$135	\$101.25
8000-0465	RS232 / Serial to USB Data Transfer Cable for E Series and M Series	\$99	\$74.25
8000-0466	DC Extension Cable for E Series	\$99	\$74.25
8000-1009-01	V Pak Adapter Cable for use with the 12-Lead ECG patient cable for Vpak electrodes.	\$135	\$101.25

Miscellaneous

8000-0301	Recorder Paper 80 mm Fan Fold, 20 packages	\$75	\$56.25
8000-0302	Recorder Paper 80 mm Fan Fold, 10 packages	\$40	\$30.00
8000-0053	Defibrillator Gel, 12 Tubes	\$75	\$56.25
8000-1020	Anterior Posterior Paddle Assembly	\$810	\$607.50
8000-1010-01	External Paddle Assembly Apex / Sternum with controls and built-in pediatric electrodes	\$590	\$442.50
8009-0751-01	SeeThru CPR Simulator for E Series®, R Series, and AED Pro.	\$495	\$371.25
8012-0206	12-lead ECG Simulator	\$1,065	\$798.75
8000-0684	12-lead ECG Simulator with IBP channel	\$1,385	\$1,038.75
8000-0370	CPR Connector	\$265	\$198.75
8000-0791	CPR Starter Pack (includes 1 CPR Connector & 2 CPR stat-pads)	\$395	\$296.25
7771-3875-01	M Series Guidelines 2005 Upgrade Kit	\$210	\$210.00

IT Accessories

8000-0551	8 MB PCMCIA Data Cards (2 Per Pack)	\$450	\$337.50
8000-0552	16 MB PCMCIA Data Cards (2 Per Pack)	\$550	\$412.50
8000-0553	32 MB PCMCIA Data Cards (2 Per Pack)	\$650	\$487.50
8000-0167	16 meg PCMCIA Data Card "For CCT Only" (2 Per Pack)	\$550	\$412.50

ZOLL E Series / M Series AccessoriesList Price NASPO / State
of OK**12-Lead Bluetooth Pod Accessories****M Series/CCT**

8000-2030	Replacement Ositech "King of Hearts III" Modem Card	\$365	\$273.75
8000-2032	Replacement Ositech "King of Hearts III" Bluetooth Adapter Pod	\$345	\$258.75
8000-0396	M Series "King of Hearts III" Modem Extension Cable	\$150	\$112.50
8000-1032	Replacement Ositech "King of Hearts II" Bluetooth Pod & CD.	\$345	\$258.75

E Series

8000-2030	Replacement Ositech "King of Hearts III" Modem Card	\$365	\$273.75
8000-2032	Replacement Ositech "King of Hearts III" Bluetooth Adapter Pod	\$345	\$258.75
8000-0391	E Series "King of Hearts III" Modem Extension Cable Cover	\$27	\$20.25
8000-0392	E Series "King of Hearts III" Modem Extension Cable Clamp	\$27	\$20.25
8000-0398	E Series "King of Hearts III" Modem Extension Cable	\$150	\$112.50
8000-0273	E Series "King of Hearts III" Modem Extension Cable Kit (Cable, Clamp and Cover)	\$195	\$146.25
8000-1032	Replacement Ositech "King of Hearts II" Bluetooth Pod & CD.	\$345	\$258.75

Ositech FoIP is not sold by ZOLL Medical Corporation. To order, call Ositech Communications at (519) 836-8063 x270.

Pulse Oximetry LNCS/LNOP Sensors/Cables/Accessories

8000-0294	SpO ₂ LNCS Adult Reusable Sensor (1 Each)	\$295	\$221.25
8000-0295	SpO ₂ LNCS Pediatric Reusable Sensor (1 Each)	\$350	\$262.50
8000-0320	SpO ₂ LNCS Disposable Adult Sensors (20 per Case)	\$300	\$225.00
8000-0321	SpO ₂ LNCS Disposable Pediatric Sensors (20 per Case)	\$320	\$240.00
8000-0322	SpO ₂ LNCS Disposable Infant Sensors (20 per Case)	\$405	\$303.75
8000-0323	SpO ₂ LNCS Disposable Neonatal Sensors (20 per Case)	\$425	\$318.75
8000-0324	SpO ₂ LNCS Disposable Preterm Neonatal Sensors (20 per Case)	\$470	\$352.50
8000-0298	SpO ₂ LNCS Reusable Patient Cable (4 ft)	\$160	\$120.00
8000-0293	SpO ₂ LNCS Reusable Patient Cable (10 ft)	\$185	\$138.75
8000-0325	SpO ₂ LNCS Extension Cable with DB-9 Connector	\$160	\$120.00
8000-0326	SpO ₂ LNOP Sensor to LNCS Adapter Cable	\$55	\$41.25
8000-0327	SpO ₂ LNCS Sensor to LNOP Adapter Cable	\$55	\$41.25
8000-0296	SpO ₂ LNOP Adult Reusable One-Piece Sensor and Cable (12 ft)	\$455	\$341.25

Pulse Oximetry, Carbon Monoxide and Methemoglobin Monitoring Rainbow Sensors/Cables/Accessories

8000-0330	SpO ₂ Rainbow Reusable Patient Cable: Connects to LNCS Single Use & Reusable Sensors (4 ft)	\$295	\$221.25
8000-0331	SpO ₂ Rainbow Reusable Patient Cable: Connects to LNCS Single Use & Reusable Sensors (10 ft)	\$345	\$258.75
8000-0332	SpO ₂ Rainbow DCI Adult Reusable Patient Cable/Sensor (3 ft)	\$345	\$258.75
8000-0333	SpO ₂ Rainbow DCI Pediatric Reusable Patient Cable/Sensor (3 ft)	\$395	\$296.25
8000-0334	SpO ₂ Rainbow DCI Adult Reusable Patient Cable/Sensor (12 ft)	\$595	\$446.25
8000-0335	SpO ₂ Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 ft)	\$645	\$483.75
8000-0343	SpO ₂ /SpCO/SpMet Rainbow DCI Adult Reusable Patient Cable/Sensor (8 ft)	\$895	\$671.25
8000-0344	SpO ₂ /SpCO/SpMet Rainbow DCI Adult Reusable Patient Cable/Sensor (12 ft)	\$1,095	\$821.25
8000-0345	SpO ₂ /SpCO/SpMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (8 ft)	\$995	\$746.25
8000-0346	SpO ₂ /SpCO/SpMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 ft)	\$1,195	\$896.25
8000-0341	SpO ₂ /SpCO/SpMet Rainbow Patient Cable: Connects to Single Use Sensors (4 ft)	\$225	\$168.75
8000-0342	SpO ₂ /SpCO/SpMet Rainbow Patient Cable: Connects to Single Use Sensors (12 ft)	\$295	\$221.25
8000-0336	SpO ₂ /SpCO/SpMet Rainbow Single Use Sensors: Patients > 30 kg (10 per Case)	\$695	\$521.25
8000-0337	SpO ₂ /SpCO/SpMet Rainbow Single Use Sensors: Patients < 3kg, > 30 kg (10 per Case)	\$695	\$521.25
8000-0339	SpO ₂ /SpCO/SpMet Rainbow Single Use Sensors: Patients 10-50 kg (10 per Case)	\$795	\$596.25
8000-0340	SpO ₂ /SpCO/SpMet Rainbow Single Use Sensors: Patients 3-10 kg (10 per Case)	\$795	\$596.25

ZOLL E Series / M Series AccessoriesList Price NASPO / State
of OK**EtCO₂ Mainstream Accessories**

8000-0264-01	M Series / CCT CAPNO 3 Mainstream CO ₂ Sensor and Cable	\$1,725	\$1,293.75
8000-0312	E Series Only CAPNO 5 Mainstream CO ₂ Sensor and Cable	\$4,775	\$3,581.25
8000-0266-01	Sensor Cable Holding Clips, Bag of 5	\$25	\$18.75
8000-0260-01	Single Patient Use Pediatric/Adult Airway Adapter, Box of 10	\$95	\$71.25
8000-0261-01	Single Patient Use Neonatal/Pediatric Airway Adapter, Box of 10	\$95	\$71.25
8000-0262-01	Reusable Adult Airway Adapter	\$80	\$60.00
8000-0263-01	Reusable Neonatal Airway Adapter	\$80	\$60.00
8000-0265-01	Single Patient Use Pediatric Adult Airway Adapter with Mouthpiece, Box of 10	\$105	\$78.75
8000-0760	CO ₂ mask with adapter, adult, package of 10	\$185	\$138.75
8000-0761	CO ₂ mask with adapter, adult large, package of 10	\$185	\$138.75
8000-0762	CO ₂ mask with adapter, pediatric, package of 10	\$185	\$138.75

EtCO₂ Sidestream LoFlo Accessories

8000-0365	M Series / CCT CAPNO 3 Sidestream LoFlo Module	\$1,725	\$1,293.75
8000-0367	E Series Only CAPNO 5 Sidestream LoFlo Module	\$4,775	\$3,581.25
8000-0351	Nasal CO ₂ Sampling Cannula, Adult, box of 10	\$120	\$90.00
8000-0352	Nasal CO ₂ Sampling Cannula, Pediatric, box of 10	\$120	\$90.00
8000-0353	Nasal CO ₂ Sampling Cannula, Infant, box of 10	\$120	\$90.00
8000-0354	Oral/Nasal CO ₂ Sampling Cannula, Adult, box of 10	\$130	\$97.50
8000-0355	Oral/Nasal CO ₂ Sampling Cannula, Pediatric, box of 10	\$130	\$97.50
8000-0356	Nasal CO ₂ w/ O ₂ Cannula, Adult, box of 10	\$145	\$108.75
8000-0357	Nasal CO ₂ w/ O ₂ Cannula, Pediatric, box of 10	\$145	\$108.75
8000-0358	Oral/Nasal CO ₂ w/ O ₂ Cannula, Adult, box of 10	\$140	\$105.00
8000-0359	Oral/Nasal CO ₂ w/ O ₂ Cannula, Pediatric, box of 10	\$140	\$105.00
8000-0361	Airway Adapter Kit, Pediatric/Infant, box of 10	\$110	\$82.50
8000-0362	Airway Adapter Kit, Adult/Pediatric, box of 10	\$110	\$82.50
8000-0363	Airway Adapter Kit w/ dehumidification tubing, Adult/Pediatric, box of 10	\$160	\$120.00
8000-0364	Airway Adapter Kit w/ dehumidification tubing, Pediatric/Infant, box of 10	\$160	\$120.00

NIBP Accessories

8000-0662	Hose, Air, 3 mtr, NIBP	\$55	\$41.25
8000-0655	Hose, Air, 1.5 mtr, NIBP	\$55	\$41.25
8000-1650	Cuff, All Purpose, Pediatric / Small Adult, 17 - 25cm	\$32	\$24.00
8000-1651	Cuff, All Purpose, Adult, 23 - 33cm	\$37	\$27.75
8000-1653	Cuff, All Purpose, Large Adult, 31 - 40cm	\$42	\$31.50
8000-1654	Cuff, All Purpose, Thigh, 38 - 50cm	\$42	\$31.50
8000-1655	Cuff, All Purpose, Child, 12 - 19cm	\$27	\$20.25

ZOLL E Series / M Series Accessories

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Manuals / Videos

9650-1210-01	E Series Operator's Manual, English	\$27	\$20.25
9650-1450-01	E Series Service Manual, English	\$50	\$37.50
9658-0502-01	E Series In-Service Training CD	\$27	\$20.25
9650-1213-01	E Series 12-Lead Operator's Insert	\$27	\$20.25
9650-1211-01	E Series SPO2 Operator's Insert	\$27	\$20.25
9650-1212-01	E Series EtCO2 Operator's Insert	\$27	\$20.25
9650-1214-01	E Series NIBP Operator's Insert	\$27	\$20.25
9658-0410-01	Capnography in EMS Training CD	\$27	\$20.25
9650-0200-01	M Series Operator's Manual, English	\$27	\$20.25
9650-0450-01	M Series Service Manual, English	\$55	\$41.25
9650-0209-01	Biphasic Operator's Insert	\$27	\$20.25
9650-0215-01	12-lead Operator's Insert	\$27	\$20.25
9650-0202-01	SPO2 Operator's Insert	\$27	\$20.25
9650-0212-01	EtCO2 Operator's Insert	\$27	\$20.25
9650-0214-01	NIBP Operator's Insert	\$27	\$20.25
9650-0219-01	Invasive Blood Pressure Operator's Insert	\$27	\$20.25
9650-0220-01	Temperature Operator's Insert	\$27	\$20.25
9650-0073	M Series In-service Video - VHS	\$27	\$20.25
9650-0063	M Series Parameters In-service Video - VHS	\$27	\$20.25
9650-0260-01	CPR Train the Trainer Manual	\$10	\$7.50

Training Materials

8000-0663-01	M Series Training Resource Kit - developed for conducting Train-the-Trainer program, this kit includes a M Series Resource Manual (hard copy and on CD), Training Resource CD, M Series In-service Video, M Series Parameters Video, 2 ECG Simulators, training	\$1,065	\$798.75
9650-0217-01	Site Coordinator Resource Kit - developed for Installation and training coordinators, this kit provides a M Series Resource Manual (hard copy and on CD), Training Resource CD, M Series In-service Video and M Series Parameters Video	\$35	\$26.25
9650-1000-01	Pocket Reference Guide - Pocket-sized trifold guide to basic operation and vital sign characteristics of the M Series (25 each per pack)	\$15	\$11.25
9652-0605-01	12 Lead Pocket Reference Cards - Pocket-sized guide for 12-lead Electrode Placement (pack of 25)	\$19.95	\$14.96
9650-0605-01	Pre-Hospital 12-lead ECG Manual - Developed for Paramedics utilizing 12-lead ECG in the field and ED department. Includes Rapid 12-lead ECG Interpretation, Effective Use of Computerized Interpretive Statements, Understanding Cardiac Markers and Evaluation and Therapeutic Interventions for ACLS.	\$29.95	\$22.46
8000-1610	Training Cable	\$55	\$41.25
8900-5005	Training Electrodes (6 sets/case)	\$80	\$60.00

CCT ONLY Accessories:

		List Price	NASPO / State of OK
<u>Invasive Blood Pressure Accessories (CCT only)</u>			
8000-0664-02	Transducer interface cable - Abbott	\$160	\$120.00
8000-0665	Transducer interface cable - Baxter/Edwards	\$160	\$120.00
8000-0685	Transducer interface cable - Utah Medical	\$160	\$120.00
8000-0678	Philips/Agilent/HP monitor to M Series CCT Adapter cable	\$255	\$191.25
8000-0679	GE/Marquette monitor to M Series CCT Adapter cable	\$255	\$191.25
8000-0666	Deltran IV (Utah Medical) IBP transducers (Box of 25)	\$375	\$281.25
<u>Temperature Accessories (CCT only)</u>			
8000-0668	YSI reusable adult Esophageal/Rectal Temperature probe	\$55	\$41.25
8000-0670	YSI reusable adult Skin Temperature probe	\$75	\$56.25
8000-0671	YSI reusable pediatric Skin Temperature probe	\$75	\$56.25
8000-0669	YSI reusable pediatric Esophageal Rectal probe	\$75	\$56.25
8000-0672	YSI single use adult Esophageal Rectal probe	\$75	\$56.25
8000-0673	YSI single use adult Skin Temperature probe	\$75	\$56.25
8000-0674	Disposable Temperature Sensor Adapter Cable	\$55	\$41.25
8000-0675	2 - Channel Y-Adaptor	\$55	\$41.25
8000-0900	Bed hook accessories compatible with M Series CCT, M Series with XL Battery, and XL Battery Upgrade for M Series	\$27	\$20.25
<u>NIBP Accessories (CCT only)</u>			
8000-0640	Neonatal Disposable Cuffs Size 1 (3.0-6.0 cm) 10 per Box	\$90	\$67.50
8000-0641	Neonatal Disposable Cuffs Size 2 (4.0-8.0 cm) 10 per Box	\$95	\$71.25
8000-0642	Neonatal Disposable Cuffs Size 3 (6.0-11.0 cm) 10 per Box	\$100	\$75.00
8000-0643	Neonatal Disposable Cuffs Size 4 (7.0-13.0 cm) 10 per Box	\$105	\$78.75
8000-0644	Neonatal Disposable Cuffs Size 5 (8.0-15.0 cm) 10 per Box	\$110	\$82.50

M Series ®

M Series ® Notes (applies to pages 1-4 only, not CCT model)

- All M Series ® with EtCO2 include one EtCO2 sensor. You must choose mainstream or sidestream sensor by quoting sensor as additional line item at No Charge. Mainstream Capnostat sensor is 8000-0264-01. Sidestream LoFlo Module sensor is 8000-0365.
- Bluetooth wireless option may be purchased by changing digit 10 to a 1, this is \$500 per device. This is not available for CCT models.
- Direct transmission to GE Medical Systems MUSE® is standard for M Series ® with 12-lead option.
- All EMS M Series ® are available with a DC Power Supply instead of an AC Power Supply at no additional charge. This can be ordered by replacing digit 7 with a "2".
If RS232 option is required, the RS232 Data Transfer Cable must be quoted. Part number 8000-0605-01, \$55 per cable.
- New M Series ® are available with an XL Battery Upgrade at no additional cost. This upgrade includes the XL Battery enclosure and handle. One XL battery is substituted for the 2 standard batteries. This upgrade is ordered by replacing digit "7" with a "3" for M Series ® with AC power, by replacing digit "7" with a "4" for M Series ® with DC power or a "5" for M Series ® with no external power source.
- All M Series ® quoted in this price book are configured with a biphasic waveform.
- New monophasic M Series ® may be ordered as a "Special Order" requiring prior approval from Management and VP Sales with 120-180 day delivery terms. Replace digit 9 with "0". The price is the same as biphasic.
- Refurbished Monophasic units can be ordered by replacing digit 1 with a "6" and digit 9 with a "0". Quote these 20% off list price.
- Voice recording can be added to any AED. This can be ordered by replacing digit 13 with a "7". Add \$545.
- Xtreme Pack II is optional and may be substituted for Xtreme Pack I at the time of the order for \$170. List as separate line item for each M Series ® ordered.
- Xtreme Pack II for 12-lead or 12-lead and NIBP may be substituted for Xtreme Pack I at the time of the order for \$250. List as a separate line item for each M Series ® ordered.

M Series

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Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
4	1	2	1	0	0	1	1	1	0	0	0	0	3	0	1	0

Manual Defibrillator with AC Power, Multiple Application Printer with Summary Report, and Code Markers

\$9,675

\$6,966.00

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use

Basic

Option:

4	1	2	1	0	0	1	1	1	0	0	1	0	3	0	1	0	Basic with Noninvasive Pacing and Code Markers	\$12,145	\$8,744.40
4	1	2	1	0	2	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers, SPO2 with reusable sensor and 4' Cable	\$11,150	\$8,028.00
4	1	2	1	0	5	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable	\$14,125	\$10,170.00
4	1	2	2	1	0	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers and 12-lead with 1-Step Cable	\$16,975	\$12,222.00
4	1	2	1	0	2	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, SPO2 with reusable sensor and 4' Cable and Noninvasive Pacing	\$13,625	\$9,810.00
4	1	2	1	0	5	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and Noninvasive Pacing	\$16,575	\$11,934.00
4	1	2	2	1	2	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers, SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable	\$18,450	\$13,284.00
4	1	2	2	1	5	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable	\$21,425	\$15,426.00
4	1	2	2	1	0	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, Noninvasive Pacing and 12-lead with 1-Step Cable	\$19,450	\$14,004.00
4	1	2	1	0	3	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers, SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor	\$15,895	\$11,444.40
4	1	2	1	0	7	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor	\$18,875	\$13,590.00
4	1	2	1	0	3	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing	\$18,375	\$13,230.00
4	1	2	1	0	7	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing	\$21,350	\$15,372.00
4	1	2	2	1	2	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing	\$20,925	\$15,066.00
4	1	2	2	1	5	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing	\$23,895	\$17,204.40
4	1	2	2	1	3	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable	\$23,195	\$16,700.40
4	1	2	2	1	7	1	1	1	0	0	0	0	3	0	1	0	Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable	\$26,175	\$18,846.00
4	1	2	2	1	3	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable, EtCO2 with sensor and Noninvasive Pacing	\$25,675	\$18,486.00
4	1	2	2	1	7	1	1	1	0	0	1	0	3	0	1	0	Basic with Code Markers, NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable, EtCO2 with sensor and Noninvasive Pacing	\$28,625	\$20,610.00

M Series

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Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
4	1	5	1	0	0	1	1	1	0	0	0	2	3	0	1	0

Manual/Advisory Defibrillator with AC Power, Multiple Application Printer with Summary Report and Code Markers

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use.

\$10,175

\$7,326.00

MedPro

Option:

4	1	5	1	0	0	1	1	1	0	0	1	2	3	0	1	0	MedPro with Noninvasive Pacing	\$12,150	\$8,748.00
4	1	5	1	0	2	1	1	1	0	0	0	2	3	0	1	0	MedPro with SPO2 with reusable sensor and 4' Cable	\$11,650	\$8,388.00
4	1	5	1	0	5	1	1	1	0	0	0	2	3	0	1	0	MedPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable	\$14,625	\$10,530.00
4	1	5	2	1	0	1	1	1	0	0	0	2	3	0	1	0	MedPro with 12-lead with 1-Step Cable	\$17,475	\$12,582.00
4	1	5	2	1	2	1	1	1	0	0	0	2	3	0	1	0	MedPro with SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable	\$18,950	\$13,644.00
4	1	5	2	1	5	1	1	1	0	0	0	2	3	0	1	0	MedPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable	\$21,925	\$15,786.00
4	1	5	2	1	0	1	1	1	0	0	1	2	3	0	1	0	MedPro with Noninvasive Pacing and 12-lead with 1-Step Cable	\$19,450	\$14,004.00
4	1	5	1	0	3	1	1	1	0	0	0	2	3	0	1	0	MedPro with SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor	\$16,395	\$11,804.40
4	1	5	1	0	7	1	1	1	0	0	0	2	3	0	1	0	MedPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor	\$19,350	\$13,932.00
4	1	5	2	1	3	1	1	1	0	0	0	2	3	0	1	0	MedPro with SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable	\$23,695	\$17,060.40
4	1	5	2	1	7	1	1	1	0	0	0	2	3	0	1	0	MedPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable	\$26,675	\$19,206.00
4	1	6	1	0	2	1	1	1	0	0	1	2	3	0	1	0	MedPro with SPO2 with reusable sensor and 4' Cable with Noninvasive Pacing	\$13,625	\$9,810.00
4	1	6	1	0	5	1	1	1	0	0	1	2	3	0	1	0	MedPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable with Noninvasive Pacing	\$16,575	\$11,934.00
4	1	6	1	0	3	1	1	1	0	0	1	2	3	0	1	0	MedPro with SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing	\$18,375	\$13,230.00
4	1	6	1	0	7	1	1	1	0	0	1	2	3	0	1	0	MedPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing	\$21,325	\$15,354.00
4	1	6	2	1	2	1	1	1	0	0	1	2	3	0	1	0	MedPro with SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing	\$20,925	\$15,066.00
4	1	6	2	1	3	1	1	1	0	0	1	2	3	0	1	0	MedPro with SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable, EtCO2 with sensor and Noninvasive Pacing	\$25,675	\$18,486.00
4	1	6	2	1	5	1	1	1	0	0	1	2	3	0	1	0	MedPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing	\$23,895	\$17,204.40
4	1	6	2	1	7	1	1	1	0	0	1	2	3	0	1	0	Manual/Advisory Defibrillator with AC Power, Multiple Application Printer with Summary Report, Code Markers, NIBP with cuff and hose, SPO2 with reusable sensor, 4' Cable, Noninvasive Pacing, 12-lead with 1-Step Cable and EtCO2 with sensor	\$27,250	\$19,620.00

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use

MedPro Plus

M Series

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Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
4	1	3	1	0	0	1	1	1	0	0	0	6	3	0	1	0

AED / Manual Defibrillator with AC Power, Multiple Application Printer with Summary Report, Manual Override and Code Markers

\$10,750

\$7,740.00

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use

Option:

MultiPro

4	1	3	1	0	0	1	1	1	0	0	0	6	3	0	1	0
4	1	3	1	0	2	1	1	1	0	0	0	6	3	0	1	0
4	1	3	1	0	5	1	1	1	0	0	0	6	3	0	1	0
4	1	3	2	1	0	1	1	1	0	0	0	6	3	0	1	0
4	1	3	2	1	2	1	1	1	0	0	0	6	3	0	1	0
4	1	3	2	1	5	1	1	1	0	0	0	6	3	0	1	0
4	1	3	2	1	0	1	1	1	0	0	1	6	3	0	1	0
4	1	3	1	0	3	1	1	1	0	0	0	6	3	0	1	0
4	1	3	1	0	7	1	1	1	0	0	0	6	3	0	1	0
4	1	3	2	1	3	1	1	1	0	0	0	6	3	0	1	0
4	1	3	2	1	7	1	1	1	0	0	0	6	3	0	1	0
4	1	4	2	1	3	1	1	1	0	0	1	6	3	0	1	0
4	1	4	1	0	2	1	1	1	0	0	1	6	3	0	1	0
4	1	4	1	0	5	1	1	1	0	0	1	6	3	0	1	0
4	1	4	1	0	3	1	1	1	0	0	1	6	3	0	1	0
4	1	4	1	0	7	1	1	1	0	0	1	6	3	0	1	0
4	1	4	2	1	2	1	1	1	0	0	1	6	3	0	1	0
4	1	4	2	1	5	1	1	1	0	0	1	6	3	0	1	0
4	1	4	2	1	7	1	1	1	0	0	1	6	3	0	1	0

MultiPro with Noninvasive Pacing

\$12,725

\$9,162.00

MultiPro with SPO2 with reusable sensor and 4' Cable

\$12,250

\$8,820.00

MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable

\$15,195

\$10,940.40

MultiPro with 12-lead with 1-Step Cable

\$18,075

\$13,014.00

MultiPro with SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable

\$19,550

\$14,076.00

MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and 12-lead with 1-Step Cable

\$22,495

\$16,196.40

MultiPro with Noninvasive Pacing and 12-lead with 1-Step Cable

\$20,045

\$14,432.40

MultiPro with SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor

\$16,995

\$12,236.40

MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and EtCO2 with sensor

\$19,950

\$14,364.00

MultiPro with SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable

\$24,295

\$17,492.40

MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and 12-lead with 1-Step Cable

\$27,250

\$19,620.00

MultiPro with SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable, EtCO2 with sensor and Noninvasive Pacing

\$26,275

\$18,918.00

MultiPro with SPO2 with reusable sensor and 4' Cable and Noninvasive Pacing

\$14,225

\$10,242.00

MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable and Noninvasive Pacing

\$17,175

\$12,366.00

MultiPro with SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing

\$18,950

\$13,644.00

MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, EtCO2 with sensor and Noninvasive Pacing

\$21,925

\$15,786.00

MultiPro with SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing

\$21,525

\$15,498.00

MultiPro with NIBP with Adult-Plus cuff and hose, SPO2 with reusable sensor and 4' Cable, 12-lead with 1-Step Cable and Noninvasive Pacing

\$24,495

\$17,636.40

MultiPro Plus AED/Manual with AC Power, Multiple Application Printer with Summary Report, Manual Override, Code Markers, NIBP with cuff and hose, SPO2 with reusable sensor and 4' Cable, Noninvasive Pacing, 12-lead with 1-Step Cable and EtCO2 with sensor

\$27,825

\$20,034.00

Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, carry case, AC mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots, RS232 data transfer capabilities, operator's manual and standard one year warranty for EMS use

MultiPro Plus

M Series CCT

List Price NASPO / State of OK

Option Fields

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
4	4	5	1	0	2	1	1	1	0	0	0	2	4	0	1	0

Advisory Transport Defibrillator with Color Display, AC Power, Multiple Application Printer, Summary Report with Trending, Code Markers and SPO2

\$12,995

\$9,356.40

Includes: 3-channel color display, background rhythm analysis, 3-lead ECG patient cable, one rechargeable XL Smart Ready lead acid battery, RS232 data transfer capabilities, carry case, AC power cord, one package of recorder paper, two PC Card slots, Operator's Manual, and standard one (1) year warranty for EMS use.

Option:

M Series CCT

4	4	5	1	0	2	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	3	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	3	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	2	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	2	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	3	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	3	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	5	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	5	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	7	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	7	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	5	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	5	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	7	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	7	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	8	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	8	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	8	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	8	1	1	1	0	0	1	2	4	0	1	0
4	4	5	1	0	9	1	1	1	0	0	0	2	4	0	1	0
4	4	5	1	0	9	1	1	1	0	0	1	2	4	0	1	0
4	4	5	2	1	9	1	1	1	0	0	0	2	4	0	1	0
4	4	5	2	1	9	1	1	1	0	0	1	2	4	0	1	0

M Series @ CCT with noninvasive pacing

\$14,995

\$10,796.40

M Series @ CCT with EtCO2 with sensor

\$17,775

\$12,798.00

M Series @ CCT with EtCO2 with sensor and noninvasive pacing

\$19,750

\$14,220.00

M Series @ CCT with 12-lead with 1-Step Cable

\$20,325

\$14,634.00

M Series @ CCT with 12-lead with 1-Step Cable and noninvasive pacing

\$22,325

\$16,074.00

M Series @ CCT with EtCO2 with sensor and 12-lead with 1-Step Cable

\$25,075

\$18,054.00

M Series @ CCT with EtCO2 with sensor, 12-lead with 1-Step Cable and noninvasive pacing

\$27,050

\$19,476.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose

\$15,995

\$11,516.40

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose and noninvasive pacing

\$17,975

\$12,942.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose and EtCO2 with sensor

\$20,725

\$14,922.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor and noninvasive pacing

\$22,725

\$16,362.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose and 12-lead with 1-Step Cable

\$23,295

\$16,772.40

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, 12-lead with 1-Step Cable and noninvasive pacing

\$25,275

\$18,198.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor and 12-lead with 1-Step Cable

\$28,050

\$20,196.00

M Series @ CCT with NIBP with Adult-Plus cuff and hose, EtCO2 with sensor, 12-lead with 1-Step Cable and noninvasive pacing

\$28,650

\$20,628.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose and IBP & Temp.

\$17,975

\$12,942.00

M Series @ CCT with NIBP with Adult-Plus cuff and hose, IBP & Temp. and noninvasive pacing

\$19,950

\$14,364.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, IBP & Temp. and 12-lead with 1-Step Cable

\$25,275

\$18,198.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, IBP & Temp., 12-lead with 1-Step Cable and noninvasive pacing

\$27,250

\$19,620.00

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor and IBP & Temp.

\$22,695

\$16,340.40

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor, IBP & Temp. and noninvasive pacing

\$24,695

\$17,780.40

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor, 12-lead with 1-Step Cable and IBP & Temp.

\$29,995

\$21,596.40

M Series @ CCT with NIBP with neonatal/pediatric/adult settings, Adult-Plus cuff and hose, EtCO2 with sensor, 12-lead with 1-Step Cable, IBP & Temp. and noninvasive pacing

\$30,625

\$22,050.00

CCT Special Considerations:

- All CCT with EtCO₂ include one EtCO₂ sensor. You must choose mainstream or sidestream sensor by quoting sensor as additional line item at No Charge. Mainstream Capnostat sensor is 8000-0264-01. Sidestream LoFlo Module sensor is 8000-0365.
- All CCTs are available with a DC Power Supply instead of an AC Power Supply at no additional charge. This can be ordered by replacing digit 7 with a "2".
- Direct transmission to GE Medical Systems MUSE® is available for CCT with 12-lead option. Replace digit 5 with a "2".
- Xtreme Pack I or II is available for all M Series ® units. Order as a separate line item if required for transport applications.
- If RS232 option is required, the RS232 Data Transfer Cable must be quoted. Part number 8000-0605-01, \$55 per cable.
- Xtreme Pack II is optional and may be substituted for Xtreme Pack I at the time of the order for \$170. List as separate line item for each M Series ® ordered.
- Xtreme Pack II for 12-lead is optional and may be substituted for Xtreme Pack I at the time of the order for \$250. List as a separate line item for each M Series ® ordered.
- The CCT Model may be upgraded to include a XL Smart Complete Battery for an additional charge of \$55. This upgrade includes the replacement of the XL Smart Ready Battery with the Smart Complete Battery. This can be ordered by replacing digit 7 with a "6" for M Series CCT with AC power or by replacing digit 7 with a "7" for M Series CCT with DC power.

Xtreme Pack II Limited Warranty Statement:

ZOLL Medical Corporation warrants solely to the original purchaser of an M Series Defibrillator encased in a Xtreme Pack II that if the M Series injection molded enclosure is cracked or damaged under normal operating conditions when housed in an Xtreme Pack II carry case, that ZOLL will repair or replace the injection molded enclosure at its option so as to return the enclosure to original factory condition. This warranty is provided for the life on the M Series when the M Series is used under normal operating conditions. Additionally, this warranty includes the use of a loaner defibrillator during repair, the cost of shipping the damaged unit to ZOLL, and the cost of the return of the repaired or replacement unit to the original purchaser.

This limited warranty is the sole warranty made with respect to the Xtreme Pack II and is expressly in lieu of any other warranty either stated or implied, including any implied warranty of merchantability. ZOLL expressly disclaims all liability for any special or consequential damages. Breakage or damage to the screen, recorder, electronic or other portion of the M Series defibrillator other than the injection-molded enclosure are specifically excluded from this limited warranty.

EtCO₂ Mainstream Sensor and LoFlo EtCO₂ Module Warranty

ZOLL Medical Corporation warrants solely to the original purchaser of an M Series®, M Series CCT, or E Series™ defibrillator that if an EtCO₂ Mainstream Sensor or LoFlo EtCO₂ Module used with a ZOLL Defibrillator fails under normal operating conditions, ZOLL will either replace or repair the defective Mainstream EtCO₂ sensor or LoFlo EtCO₂ Module at ZOLL's option. This limited lifetime warranty begins from the original date of purchase of the EtCO₂ Mainstream Sensor or LoFlo EtCO₂ Module.

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL Medical Corporation for any breach of warranty related to the EtCO₂ Mainstream Sensor or LoFlo EtCO₂ Module supplied hereunder. ZOLL Medical Corporation expressly disclaims all other warranties whether written, oral, implied or statutory, included but not limited to any warranties of merchantability or fitness for a particular purpose.

ZOLL AutoPulse® Non-Invasive Cardiac Support Pump

List Price NASPO /
State of OK

Products

8700-0730-01	AutoPulse System with Pass Thru	Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty.	\$10,995.00	\$10,775.10
8700-0702-01	AutoPulse Battery	Original equipment Nickel-metal Hydride (NiMH) battery for use with the AutoPulse Platform.	\$575.00	\$563.50
8700-0703-01	AutoPulse Battery Charger, U.S.	Charges and conditions up to two batteries and automatically assesses battery charge level. Includes User Guide and U.S. power cord.	\$1,795.00	\$1,759.10
Note: AutoPulse ® Battery and AutoPulse ® Battery Charger carry a one year warranty.				
8700-0701-01	LifeBand® 1 pack	Single-use chest compression band. (1 per package)	\$139.00	\$136.22
8700-0706-01	LifeBand 3 pack	Single-use chest compression band. (3 per package)	\$375.00	\$367.50
8700-0713-01	AutoPulse Training System	Consists of 1 each AutoPulse Trainer Platform, 1 LifeBand Trainer, 1 Battery Charger, and 2 Batteries. NOT FOR PATIENT USE.	\$6,895.00	\$6,757.10

ZOLL AutoPulse® (continued)

List Price NASPO /
State of OK

Accessories

8700-0716-01	AutoPulse Transporter	Customized roll stand for easy transport of the AutoPulse	\$395.00	\$387.10
8700-0705-01	AutoPulse Soft Carry Case	Soft-sided carrying case holds AutoPulse Platform, spare battery, spare LifeBand and Shoulder Restraints.	\$395.00	\$387.10
8700-0710-01	AutoPulse Head Immobilizer	AutoPulse Patient Head Immobilizer. (5 per package)	\$29.95	\$29.35
8700-0717-01	AutoPulse Hygiene Barrier	AutoPulse Hygiene Barrier, one each.	\$12.00	\$11.76
8700-0709-01	AutoPulse Shoulder Restraint	AutoPulse Patient Shoulder Restraint.	\$29.95	\$29.35
8700-0711-01	AutoPulse Backboard Cable Ties	Backboard Restraint Ties, single use. Used to secure the AutoPulse Platform to a standard backboard. (25 per package)	\$19.95	\$19.55
8700-0708-01	AutoPulse Grip Strips	Adhesive backed strips designed to provide a high-friction contact between the AutoPulse Platform and a backboard. Semi-permanent adhesive. (1 set)	\$4.95	\$4.85
9658-0716-01	AutoPulse In-service Training Video (DVD)	AutoPulse In-service Training Video. DVD format.	\$19.95	\$19.55
9650-0717-01	AutoPulse In-service Training Video (VHS)	AutoPulse In-service Training Video. VHS tape format.	\$19.95	\$19.55
8700-0712-01	AutoPulse Soft Stretcher	Extraction stretcher suitable to move patient while AutoPulse is deployed.	\$129.00	\$126.42
8700-0707-01	LifeBand Trainer	Re-usable LifeBand designed for training. NOT FOR PATIENT USE.	\$349.00	\$342.02
8700-0704-01	AutoPulse Power Cord	U.S. standard power cord.	\$10.00	\$9.80
9650-0714-01	AutoPulse User Guide	Describes the operating steps and maintenance requirements for the AutoPulse Platform.	\$30.00	\$29.40
9650-0715-01	AutoPulse Battery Charger User Guide	Describes the operating steps and maintenance requirements for the AutoPulse Battery Charger.	\$25.00	\$24.50
8700-0718-01	AutoPulse Manikin	AutoPulse Manikin	\$185.00	\$181.30

Upgrades

7707-0700-01	AutoPulse AHA Guidelines Upgrade	Upgrade to AHA Guidelines 2005.	\$195.00	\$195.00
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Battery Support

List Price NASPO / State
of OK

Batteries, Smart Batteries & Components

8000-0299-01	1400/2000/1600/1700/M Series®/E Series®/AED Pro® Sealed Lead Acid Battery (not upgradeable to Smart Battery)	\$140	\$105.00
8019-0535-01	SurePower™ Rechargeable Lithium Ion Battery Pack • 5.8 Ah Capacity • High density lithium ion chemistry • RunTime™ Indicator • Automatic calibration ready • Stores history of use and maintenance	\$475	\$356.25
8000-0052	1200/900 Battery	\$135	\$101.25
8004-0103-01	Smart Battery Complete 1400/2000/1600/1700/Mseries/AED Pro	\$210	\$157.50
8004-0104-01	Smart Ready Battery	\$160	\$120.00
7777-0103-01	Smart Ready Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$60.00
7776-0103-01	Smart Battery Reconditioning Kit (includes Smart Ready Battery and indicator label)	\$165	\$123.75
8204-0103-01	Smart Battery Complete (option for replacement of standard battery when ordering new equipment)	\$55	\$41.25
8000-0687-01	XL Smart Ready Battery Complete	\$320	\$240.00
8000-0690-01	XL Smart Ready Battery Complete, 3 Pack	\$845	\$633.75
8000-0500-01	XL Smart Ready Battery	\$265	\$198.75
8000-0686-01	XL Smart Ready Battery, Package of three (3)	\$635	\$476.25
7777-0203-01	XL Smart Ready Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$60.00

■ When ordering M Series with XL Battery, change digit 7 to 3 for M Series XL Battery with AC Power or to 4 for M Series with XL Battery with DC Power. One XL Battery will be included.

Warranty Statement: ZOLL Battery Packs carry a one (1) year warranty

Charging Systems

8050-0030-01	SurePower™ Charging Station • 4 Charging bays • Multiple chemistry compatible • 200 watt capacity • Graphic driven user interface • RS-232 communication port	\$2,275	\$1,706.25
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Warranty Statement: ZOLL Charging Systems carry a one (1) year warranty for EMS use

Accessories

7777-0290	E Series Lithium Battery Filler Kit	\$16	\$12.00
8050-0032-01	SurePower Charger Battery Well Spacer	\$20	\$15.00
1004-0151-01	Power Charger Clips (2) with Instructions and Label	\$27	\$20.25
8000-0090	Replacement Power Cord for Base PowerCharger 4x4 or 1x1	\$60	\$45.00
8000-0100	Replacement Power Cord for Base Station Charger	\$60	\$45.00

Manuals/Videos

9650-0536-01	SurePower Battery Instructions	\$27	\$20.25
9650-0043	PowerCharger Operator's Manual	\$27	\$20.25
9650-0074	PowerCharger Service Manual	\$14	\$10.50
9650-0060	PD-4420 Battery Support System Operator's Manual	\$11	\$8.25
9650-0049	PD-4420C Battery Support System Service Manual	\$53	\$39.75
9650-0054	Base PowerCharger 4x4, Operator's Manual	\$27	\$20.25
9650-0072	Base PowerCharger 4x4, Service Manual	\$52	\$39.00
9650-0019	Battery Management Program Guide	\$37	\$27.75
9650-0221-01	XL Battery Operator's Manual	\$11	\$8.25

ZOLL Electrodes

		Quantity	Shelf-life	List Price	NASPO / State of OK
<u>stat•padz</u>	<u>Optimized for Emergency Resuscitation</u>				
8900-4003	stat•padz HVP Multi-Function Electrodes	12 pair/case	24 months	\$479.00	\$359.25
8900-4004	stat•padz HVP Multi-Function Electrodes	1 pair	24 months	\$55.00	\$41.25
8900-0802-01	stat•padz II HVP Multi-Function Electrodes	12 pair/case	24 months	\$499.00	\$374.25
8900-0801-01	stat•padz II HVP Multi-Function Electrodes	1 pair	24 months	\$59.00	\$44.25
8900-0400	CPR stat•padz HVP Multi-Function CPR Electrodes	8 pair/case	24 months	\$560.00	\$420.00
8900-0402	CPR stat•padz HVP Multi-Function CPR Electrodes	1 pair	24 months	\$75.00	\$56.25
<u>pro•padz</u>	<u>Optimized for Elective and Special Procedures</u>				
8900-2100-01	pro•padz Cardiology Specialty LVP Multi-Function	12 pairs/case	18 months	\$479.00	\$359.25
8900-2101-01	pro•padz Cardiology Specialty LVP Multi-Function	1 pair	18 months	\$55.00	\$41.25
8900-2303-01	pro•padz Biphasic Multi-Function Electrodes	12 pairs/case	9 months	\$479.00	\$359.25
8900-2302-01	pro•padz Biphasic Multi-Function Electrodes	1 pair	9 months	\$55.00	\$41.25
8900-4005	pro•padz Solid Gel Radiolucent Multi-Function Electrodes	12 pairs/case	12 months	\$695.00	\$521.25
8900-4006	pro•padz Solid Gel Radiolucent Multi-Function Electrodes	1 pair	12 months	\$65.00	\$48.75
8900-2105-01	pro•padz LiquidGel Radiolucent Multi-Function Electrodes	12 pairs/case	12 months	\$695.00	\$521.25
8900-2106-01	pro•padz LiquidGel Radiolucent Multi-Function Electrodes	1 pair	12 months	\$65.00	\$48.75
8900-4012	pro•padz Sterile Multi-Function Electrodes with 54-inch lead wires	6 pairs/case	9 months	\$285.00	\$213.75
8900-4013	pro•padz Sterile Multi-Function Electrodes with 54-inch lead wires	1 pair	9 months	\$55.00	\$41.25
8900-4052-40	pro•padz Sterile Multi-Function Electrodes with 10-foot lead wires	6 pairs/case	12 months	\$405.00	\$303.75
8900-4055-40	pro•padz Sterile Multi-Function Electrodes with 10-foot lead wires	1 pair	12 months	\$75.00	\$56.25
8900-1055	pro•padz Pacing Only Adult Electrodes	12 pairs/case	12 months	\$700.00	\$525.00
8900-1051	pro•padz Pacing Only Adult Electrodes	1 pair	12 months	\$75.00	\$56.25
<u>pedi•padz</u>	<u>For Pediatrics</u>				
8900-2065	pedi•padz Pediatric Multi-Function Electrodes	6 pairs/case	12 months	\$249.00	\$186.75
8900-2061	pedi•padz Pediatric Multi-Function Electrodes	1 pair	12 months	\$60.00	\$45.00
8900-1065	pedi•padz Pacing Only Pediatric Electrodes	6 pairs/case	12 months	\$385.00	\$288.75
8900-1061	pedi•padz Pacing Only Pediatric Electrodes	1 pair	12 months	\$80.00	\$60.00
8900-3000-01	pedi•padz Solid Gel Multi-Function Electrodes	6 pairs/case	24 months	\$249.00	\$186.75
8900-3001-01	pedi•padz Solid Gel Multi-Function Electrodes	1 pair	24 months	\$60.00	\$45.00
8900-0401	pedi•padz Reduced Energy Electrode	1 pair	24 months	\$110.00	\$82.50

ZOLL Electrodes

		Quantity	Shelf-life	List Price	NASPO / State of OK
<u>ECG Monitoring Electrodes</u>					
8900-0003	3 ECG electrodes/pouch (600 electrodes)	200 pouches	24 months	\$120.00	\$90.00
8900-0004	4 ECG electrodes/pouch (480 electrodes)	120 pouches	24 months	\$96.00	\$72.00
8900-0005	5 ECG electrodes/pouch (500 electrodes)	100 pouches	24 months	\$100.00	\$75.00
8900-0006	6 ECG electrodes/pouch (600 electrodes)	100 pouches	24 months	\$120.00	\$90.00
8900-1003-01	Pediatric ECG electrodes/3 per pouch (300 electrodes)	100 pouches	24 months	\$60.00	\$45.00
8900-1300-01	V• pak Preconnected V Lead Electrodes for 12 Lead (40 Pouches / Case)	40 pouches	15 months	\$340.00	\$255.00
8900-0700	30 pouch rectangle liquid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$90.00
8900-0701	30 pouch round liquid gel ECG electrodes (600 electrodes, 1.5" diameter)	20 pouches	24 months	\$120.00	\$90.00
8900-0702	30 pouch rectangle solid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$90.00
8900-0703	30 pouch round liquid gel ECG electrodes (600 electrodes, 2" diameter)	20 pouches	24 months	\$120.00	\$90.00
8900-0704	30 pouch radiolucent ECG electrodes (300 electrodes, 1.5" diameter)	10 pouches	24 months	\$60.00	\$45.00
8900-0706	30 pouch square liquid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$90.00
8900-0707	30 pouch square solid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$90.00
8900-0708	30 pouch round solid gel ECG electrodes (600 electrodes, 1.5" diameter)	20 pouches	24 months	\$120.00	\$90.00
8900-0709	4 pouch pediatric ECG electrodes (480 electrodes)	120 pouches	24 months	\$96.00	\$72.00
8900-0714	Solid gel, foam ECG electrodes, 4 per pouch, case of 480 electrodes	120 pouches	24 months	\$96.00	\$72.00
8900-0715	Solid gel, foam ECG electrodes, 6 per pouch, case of 600 electrodes	100 pouches	24 months	\$120.00	\$90.00
<u>Other</u>					
8900-0190	Training CPR stat•padz . Includes one training cable with CPR sensor, Y connector for simulator connection, and one pair of replacement training electrodes.	1 pair		\$89.00	\$66.75
8900-0195	Replacement Training Electrodes (CPR stat•padz case of 8). Includes 8 pairs (Sternum and Apex pad) of replacement electrodes for training CPR stat•padz .	8 pairs/case		\$79.00	\$59.25
8900-0805-01	Training Electrodes stat•padz II , AED Plus	6 pairs/case	24 months	\$129.00	\$96.75

Upgrades

List Price

NASPO / State
of OK

E Series ® Only

7777-0390	E Series SpCO Upgrade (units with blue SpO2 connector)	\$4,995	\$3,746.25
7777-0392	E Series SpCO Upgrade (units with red SpO2 connector)	\$3,750	\$2,812.50
7777-0391	E Series SpCO + SpMet Upgrade (units with blue SpO2 connector)	\$7,350	\$5,512.50
7777-0393	E Series SpCO + SpMet Upgrade (units with red SpO2 connector)	\$5,950	\$4,462.50

E Series ® & M Series ®

7777-0135	M Series Bluetooth Upgrade - (Must be RS232 enabled and a minimum of 35.75 Revision software) Not available for CCT Models.	\$1,595	\$1,196.25
7777-0138	E Series Bluetooth Upgrade - For E Series units <u>without</u> integrated Bluetooth	\$1,795	\$1,346.25
7777-0139	E Series Bluetooth DUN Upgrade - For E Series <u>with</u> integrated Bluetooth and Serial # AB07G004949 or below	\$1,295	\$971.25
7777-0112	12-lead	\$10,000	\$7,500.00
7777-0096	MUSE Upgrade Option for M Series ® Units older than version 20.10. Contact ZOLL Technical Service.	\$1,495	\$1,121.25
7777-0132	AC Power	\$1,000	\$750.00
7777-0128	Advisory	\$750	\$562.50
7777-0114	AED	\$3,000	\$2,250.00
7777-0113	Biphasic	\$4,000	\$3,000.00
7777-0116	Codemarkers	\$750	\$562.50
7777-0131	DC Power	\$1,000	\$750.00
7777-0111	EL Display, with Pacing	\$750	\$562.50
7777-0109	EL Display, without Pacing	\$750	\$562.50
7777-0115	EtCO2 Mainstream Upgrade - for M Series ® and CCT units with no EtCO2 option installed. (Must have SP02)	\$6,000	\$4,500.00
7777-0350-01	EtCO2 LoFlo Sidestream Customer Upgrade Kit - for M Series ® units with Mainstream EtCO2 installed and SW > 30.00. (Must have SP02)	\$2,000	\$1,500.00
7777-0351-01	EtCO2 LoFlo Sidestream Factory Upgrade Kit - for M Series ® units with Mainstream EtCO2 installed and SW < 30.00. (Must have SP02)	\$4,000	\$3,000.00
7777-0354-01	EtCO2 LoFlo Sidestream Customer Upgrade Kit - for CCT units with Mainstream EtCO2 installed (Must have SP02)	\$2,000	\$1,500.00
7777-0352-01	EtCO2 LoFlo Sidestream Upgrade - for M Series ® and CCT units with no Mainstream EtCO2 installed. (Must have SP02)	\$6,000	\$4,500.00
7777-0353-01	EtCO2 Mainstream and LoFlo Sidestream Factory Upgrade Kit - for M Series ® and CCT units with no EtCO2 installed who want to have both options. (Must have SP02)	\$7,500	\$5,625.00
7777-0133	Manual with Advisory	\$1,250	\$937.50
7777-0125	NIBP (must have SPO2)	\$5,000	\$3,750.00
7777-0275	Neonatal (must have NIBP) CCT model only	\$2,000	\$1,500.00
7777-0110	Pacing	\$3,250	\$2,437.50
7777-0091	SPO2 - AED - w/EL Display if needed	\$3,250	\$2,437.50
7777-0090	SPO2 - Manual - w/EL Display if needed	\$3,250	\$2,437.50
7777-0232	RS232 for software versions 30.00 and higher	\$1,200	\$900.00
7777-0130	Voice Recording	\$1,700	\$1,275.00

Upgrades

		List Price	NASPO / State of OK
7777-0126	Printer, Summary Report, Manual Override	\$3,000	\$2,250.00
7777-0127	Printer, Summary Report	\$3,000	\$2,250.00
7777-0136	IBP & Temp for CCT units ONLY	\$3,500	\$2,625.00
7777-3901-01	Limited CPR Software Upgrade	\$795	\$596.25

AED Plus ®

7777-0802	AED Plus 5.1 Application Software Upgrade Performed by ZOLL Technical Service. Upgrades AED Plus ® to the latest level of software allowing the AED Plus ® to recognize Pedi Padz II and perform pediatric rescue.	\$299	\$224.25
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Batteries, Smart Batteries & Components

7777-0103-01	Smart Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$60.00
7776-0103-01	Smart Reconditioning Kit (includes Smart Ready Battery and indicator label)	\$165	\$123.75
7777-0203-01	XL Smart Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$60.00
7777-0264	Upgrade to accommodate XL Battery for MSeries Software versions 20.00 and higher but less than 30.00. (Includes software, handle, shroud and label. Must be installed a ZOLL service depot.)	\$495	\$371.25
7777-0261	Upgrade to accommodate XL Battery for M Series ® Software versions 30.00 and higher. (Includes handle, shroud and label.)	\$95	\$71.25
7777-0262	4x4 Base Power Charger XL Battery Upgrade; Includes Chip Set and labels	\$95	\$71.25
7777-0263	1 x1 Base Power Charger <u>XL Battery</u> Upgrade (includes 1 chip and label)	\$75	\$56.25

800Q-1110-01	PlusTrac1 Program management to accompany a single AED for one year (North America) includes medical direction with prescription, emergency response plan, dedicated account manager, AED registration / EMS notification, Plus Trac data base set-up, interactive AED management, E-minders and alert notifications	\$179	\$179
	Interactive reporting console		
800Q-1111-01	PlusTrac5 Program management to accompany a single AED for 5 years (North America) includes medical direction with prescription, emergency response plan, dedicated account manager, AED registration / EMS notification, Plus Trac data base set-up, interactive AED management, E-minders and alert notifications, & Interactive reporting console	\$379	\$379

8000-1062-01	PlusSurvey On-site (North America)	Physical site assessment to determine and recommend number and placement of AEDs required for your AED program	\$187	\$187
8000-1063-01	PlusSurvey Virtual (North America)	Remote site survey using telephone and layout diagrams (if available) No site visit required	\$59	\$59

8000-1066-01	PlusLearning5 CPR / AED training for class of FIVE learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellations within 24 hours not allowed.</i>	\$385	\$385
8000-1067-01	PlusLearning8 CPR / AED training for class of EIGHT learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellations within 24 hours not allowed.</i>	\$485	\$485
8000-1068-01	PlusLearning10 CPR / AED training for class of TEN learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellations within 24 hours not allowed.</i>	\$595	\$595
8000-1069-01	PlusLearning1 CPR / AED training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must accompany certificate for CPR/AED class of 5 or more. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellations within 24 hours not allowed.</i>	\$65	\$65

8000-1070-01	PlusLearning5f CPR / AED / First Aid training for class of FIVE learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 74 hours. Cancellation within 74 hours not allowed.</i>	\$450	\$450
8000-1071-01	PlusLearning8f CPR / AED / First Aid training for class of EIGHT learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 74 hours. Cancellation within 74 hours not allowed.</i>	\$599	\$599
8000-1072-01	PlusLearning10f CPR / AED / First Aid training for class of TEN learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 74 hours. Cancellation within 74 hours not allowed.</i>	\$699	\$699
8000-1073-01	PlusLearning1f CPR / AED / First Aid training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must accompany certificate for CPR 2b First Aid and AED 5 or more. Cancellation fee required to re-schedule within 72 to 74 hours. Cancellation within 74 hours not allowed.</i>	\$75	\$75

EnPro Products continued

NASPO /
List Price State of OK

Plus Learning (Training Classes)

Bloodborne Pathogens Training in US (Add-On):

8000-1074-01	PlusLearning5ba - Additional Bloodborne Pathogens training for class of FIVE learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled as extension of another class. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$235	\$235
8000-1075-01	PlusLearning8ba - Additional Bloodborne Pathogens training for class of EIGHT learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled as extension of another class. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$299	\$299
8000-1076-01	PlusLearning10ba - Additional Bloodborne Pathogens training for class of TEN learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled as extension of another class. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$375	\$375
8000-1077-01	PlusLearning1ba - Additional Bloodborne Pathogens training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled as extension of another class. Must also accompany certificate for additional Bloodborne Pathogens class of 5 or more. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$30	\$30

Bloodborne Pathogens Training in US (Stand-Alone):

8000-1078-01	PlusLearning5bs - Stand-alone Bloodborne Pathogens training for class of FIVE learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$275	\$275
8000-1079-01	PlusLearning8bs - Stand-alone Bloodborne Pathogens training for class of EIGHT learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$360	\$360
8000-1080-01	PlusLearning10bs - Stand-alone Bloodborne Pathogens training for class of TEN learners, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$420	\$420
8000-1081-01	PlusLearning1bs - Stand-alone Bloodborne Pathogens training for ONE ADDITIONAL learner, conducted by certified instructor at customer site (United States). Includes on-site training materials, student manuals, certification testing, and certification cards. <i>Must accompany certificate for Bloodborne Pathogens class of 5 or more. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$45	\$45

EnPro Products continued

NASPO /
List Price State of OK

Delivery Coordination:

8000-1097-01	PlusLearning Delivery Coordination - Class instructor delivers AED at time of training (North America). Includes on-site delivery of AED by instructor. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$79	\$79
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Plus Learning (Training Classes)

Post-Delivery In-Service Training:

8000-1100-01	PlusLearning Post-delivery in-service Training (NA) - in-service training class explaining how to setup, maintain, and use ZOLL's AED Plus (North America). Includes no more than one-hour of training, class of any size, no certification required, and demo unit supplied by instructor. <i>Must be scheduled 15 days in advance. Cancellation fee required to re-schedule within 72 to 24 hours. Cancellation within 24 hours not allowed.</i>	\$129	\$129
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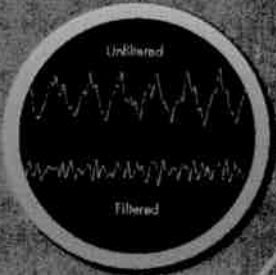
RescueNet® Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.



Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.



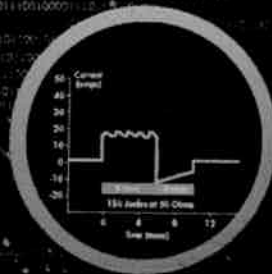
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform; the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – IV.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/23/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Phone: (781) 237-1515

DELAND, GIBSON INSURANCE ASSOCIATES, INC.
P O BOX 81266
WELLESLEY HILLS MA 02481

CONTACT NAME Deland, Gibson House Account-Zoli

PHONE
(A/C, No, Ext.)
E-MAIL
ADDRESS:
PRODUCER
CUSTOMER ID:

FAX (A/C, No.)

19957

INSURED
ZOLL MEDICAL CORP.
AND SUBSIDIARIES
269 MILL ROAD
CHELMSFORD MA 01824

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A FEDERAL INSURANCE COMPANY

20281

INSURER B NORTH RIVER INSURANCE COMPANY

38989

INSURER C

INSURER D

INSURER E

INSURER F

COVERAGES

CERTIFICATE NUMBER: 56422

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		35838475	10/01/10	10/01/11	EACH OCCURRENCE \$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000
	CLAIMS-MADE X OCCUR					MED. EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ See below
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY PRO-JECT LOC					
A	AUTOMOBILE LIABILITY		73530268	10/01/10	10/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
X	HIRED AUTOS					
X	NON-OWNED AUTOS					
B	UMBRELLA LIAB	X OCCUR	5520148209	10/01/10	10/01/11	EACH OCCURRENCE \$ 15,000,000
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 15,000,000
	DEDUCTIBLE					PRODUCTS \$ Not Included
X	RETENTION \$	10,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	71721017	10/01/10	10/01/11	X WC STATUTORY LIMITS OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE-EA EMPLOYEE \$ 500,000
						E.L. DISEASE-POLICY LIMIT \$ 500,000
A	PRIMARY PRODUCTS LIABILITY-Claims-Made		35838474	10/01/10	10/01/11	\$10,000,000 EA CLAIM \$10,000,000 AGG Retention-\$200,000
	Retro Date 10/1/04					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

EXCESS PRODUCTS LIABILITY: ILLINOIS UNION INSURANCE COMPANY; POLICY #G23852135004; \$5,000,000 EACH CLAIM/\$5,000,000 AGGREGATE 10/1/10 TO 10/1/11

SOLICITATION #SW300

CERTIFICATE HOLDER

CANCELLATION

State of Oklahoma
Dept of Central Services, Central Purchasing
P O Box 528803
Oklahoma City OK 73152-8803

Attention:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Patricia J. Comb
Patricia J. Comb

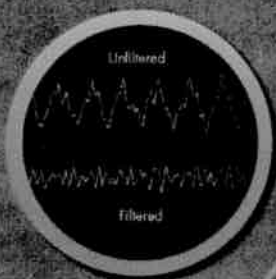
RescueNet® Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.



Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.



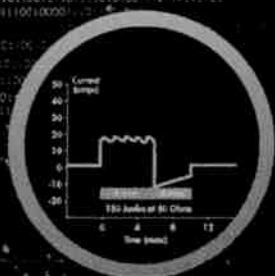
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – V.

Virginia DMBE Information

Virginia DMBE Information

The information contained in this section is per the requirements of the solicitation. ZOLL reserves the right to add/remove approved distributors with regards to this contract.

The following information is attached:

- 1) Blue Ridge Safety and Health – Proof of Certification & Manufacturer’s Letter
- 2) Global Supply Solutions, LLC – Proof of Certification & Distributor Agreement
- 3) Advance Safety Equipment Company – Proof of Certification & Distributor Agreement

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[Search >> SWaM Search Results](#)[Contact Us](#) | [Search this Site](#)[GO](#)**Small, Women and Minority (SWaM) Vendors Search**[<< Return to the SWaM Vendors Search](#)Search by company name = **blue ridge safety and health**

The following result(s) sorted by company name.

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
S	10563	*01-22-2011	BLUE RIDGE SAFETY AND HEALTH Doing Business As: 3617 KENTLAND DR. ROANOKE, VA 24018 Phone: (540)774-1842 BRSAFETY@COX.NET	N	NIGP Code and Description 46514 SELLING HEART DEFIBRILLATORS AND TEACHING SAFETY CLASSES

Note

- MS or WS in the SWaM Type column indicates the business also has small business certification.
- Before printing, ensure that your browser print setup is set to landscape.

Expiration date with * indicates that business is pending for recertification.

Expiration date with ** indicates that business currently has 'Provisionally Approved' status. The Department of Minority Business Enterprise (DMBE) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.

Company name with *** indicates that business is a "Service Disabled Veteran owned" business.

1-1

Copyright © 2007, All Rights Reserved

Virginia Department of Minority Business Enterprise

1111 East Main Street, Suite 300 Richmond, VA 23219

Phone: (804) 786-6585, Toll-free: 1 (888) 792-6323, 1 (800) 223-0671 (VA only)

WAI Level A Compliant

[Web Policy](#) | [Contact US](#)[Word Viewer \(.doc\)](#) | [Adobe Acrobat Reader \(.pdf\)](#) | [Excel Viewer \(.xls\)](#) | [PowerPoint Viewer \(.ppt\)](#) | [WinZip \(.zip\)](#)



ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Road
Chelmsford, Massachusetts 01824-4105
U.S.A.

978 421-9655
978 421-0025 Main Fax

October 15, 2004

Blue Ridge Safety and Health
3617 Kentland Drive
Roanoke, VA 24018
T: 540.774.1842

Attention: Marvin Huddleston

Dear Mr. Huddleston:

ZOLL Medical Corporation is pleased to welcome you as a non-exclusive manufacturer representative for the ZOLL AED Plus automatic external defibrillator and accessories. Your territory includes the state (s) of Virginia. Markets include everything except Hospitals, EMS, clinics and doctor's offices, Fire, Police and Federal Government. (If you do cover other states, please add them to the Agreement and initial the change.)

Your Region Manager, Patrick Nestor will contact you to set up initial product training, order your demo units and provide you with the administrative, marketing and sales tools you require to properly market the ZOLL AED Plus. **Please sign the enclosed Agreement, fill out the enclosed W-9 Form, Customer Profile and/or Credit Application and make copies for your records and send the originals back to me.**

Marvin, we look forward to an exciting and productive business relationship. Welcome to the ZOLL family.

Respectfully,

Ken Stiles
Manager of Contracts & Sales Administration

Enclosures

cc: Patrick Nestor
Michael Califoux

1X8628 OCT 18, 2004 ACT WT LTR #PK 1
SERVICE 1DA BILL WT LTR
TRACKING# 1Z1X86280156163355
REF 1:
REF 2:

HANDLING CHARGE	\$0.00	SERVICE	\$15.50
REFERENCE RATE CHARGES:		RS	\$0.00
IV \$0.00	COD \$0.00	SD	\$0.00
DC \$0.00	HZMT \$0.00	SP	\$0.00
AH \$0.00	NTFY \$0.00		
TOT REF CHG	\$15.50	REF+HANDLING	\$15.50



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Sut

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Sut

Small, Women and Minority (SWaM) Vendors Search

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Search by **company name = GLOBAL SUPPLY SOLUTIONS**

The following result(s) sorted by company name.

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
WS	670776	11-08-2013	GLOBAL SUPPLY SOLUTIONS, LLC Doing Business As: GSS GEAR 1569 DIAMOND SPRINGS ROAD, SUITE C VIRGINIA BEACH, VA 23455 Contact: EMILY WHITTAKER Phone: (757)227-6757 Fax: (757)227-6769 STEPHANIE@GSSGEAR.COM	N	NIGP Code and Description 68000 POLICE EQUIPMENT AND SUPPLIES 34000 FIRE PROTECTION EQUIPMENT AND SUPPLIES 34500 FIRST AID AND SAFETY EQUIPMENT AND SUPPLIES (EXCEPT NUCLEAR AND WELDING) 45015 CAMPING AND OUTDOOR EQUIPMENT: CAMP STOVES, COTS, LANTERNS, MANTLES, SLEEPING BAGS, STOOLS, TARPAULINS AND TENTS 45024 CORDS AND ROPES INCLUDING ACCESSORIES: COTTON, MANILA, NYLON, SISAL, ETC 45032 FLASHLIGHTS AND LANTERNS, BATTERY TYPE 62500 OPTICAL EQUIPMENT, ACCESSORIES, AND SUPPLIES

Distributor Agreement

This Distributor Agreement (the "Agreement") is made as of the 6th day of December 2010 between ZOLL Medical Corporation, a Massachusetts corporation ("ZOLL"), having a principal place of business at Worldwide Headquarters, 269 Mill Road, Chelmsford, MA 01824-4105 and Global Supply Solutions a Virginia corporation (the "Distributor"), having a principal place of business at 1569 Diamond Springs Road, Suite C, Virginia Beach, VA 23455.

Section 1. Appointment of Distributor. ZOLL hereby appoints Distributor as its Distributor for the Products (as defined in Section 4 below) only within the Territory (as defined in Section 2 below). Distributor shall be a non-exclusive Distributor for the Products identified on Schedule A. Notwithstanding the foregoing, nothing in this Agreement shall be construed as limiting the marketing or distribution activities of ZOLL or its affiliates. Distributor shall not sell, the Products to sub-Distributors and resellers without the prior written approval of ZOLL. See Section 7. Appointment of Sub-Distributors.

Section 2. Territory & Markets. The territory covered by this Agreement shall consist of the state(s) of Virginia of The United States of America (the "Territory"). The Distributor's market shall be all markets excluding Commercial and Federal Government Hospitals, Physician's Offices, Clinics, EMS, Fire, and customers on military bases or Veterans' Administration Campuses. The Distributor's performance in relation to this agreement will be judged solely based on its achievement of sales goals, objectives and standards within the defined Territory.

Section 3. Term. This Agreement is effective for the twelve (12) month period beginning with the date signed by ZOLL below unless it is sooner terminated as stated herein. This Agreement shall automatically renew for each ensuing one (1) year period unless a written notice of termination is given by either party to the other at least thirty (30) days before the end of the initial contract period, or thirty (30) days before the end of any renewal period.

Section 4. Product. The term "Product" or "ZOLL PRODUCT" shall mean a product set forth in Schedule A. ZOLL, in its sole discretion, at any time or from time to time with thirty (30) days prior notification, may add, remove, or change pricing of products in Schedule A.

Section 5. ZOLL Sales & Service Responsibilities

- (a) ZOLL shall sell to Distributor the products described in Schedule A in accordance with the prices, terms, discounts and the conditions of sales, set forth in Schedule A, B, and C, and D, which are attached to this agreement and incorporated herein.
- (b) ZOLL will assist the Distributor from time to time promoting the sale of ZOLL PRODUCTS whenever, in ZOLL's sole judgment, such assistance becomes necessary or advisable. Such assistance may include the following:
 - 1. Referring to Distributor inquiries for purchase of ZOLL PRODUCTS received by ZOLL. It is understood, however, that in some circumstances it may be in the end users and ZOLL's best interest for ZOLL to process such inquiries, in which event ZOLL reserves the right to do so.
 - 2. Training the management and personnel of Distributors through a PRODUCT and Market Training Program, continued training through periodic scheduled Sales Seminars and field trips by Distributor sales personnel on a regular basis with Distributor sales representatives.
 - 3. Recommending the types of ZOLL PRODUCT(S) best suited to various end user applications defined by the Distributor.

IN WITNESS WHEREOF, the parties hereto have executed this Distributor Agreement as of the date written by ZOLL below.

GLOBAL SUPPLY SOLUTIONS

By: _____

Name: Robert Banta

Title: COO

Date: 12/6/2010

ZOLL MEDICAL CORPORATION

By: _____

Name: R. Gregory Williams

Title: Vice President Sales, Public Safety

Date: 12/14/08/10

Virginia.gov

Online Services | Commonwealth Sites | Help | Governor

Search Virginia.gov

Sut

Home >> Small, Women and Minority (SWaM) Vendors
Search >> SWaM Search Results

Contact Us | Search this Site

Sut

Small, Women and Minority (SWaM) Vendors Search

<< Return to the SWaM Vendors Search

Search by company name = **ADVANCE SAFETY EQUIPMENT
COMPANY**

The following result(s) sorted by company name.

SWaM Type	SWaM Cert#	Expiration Date	Company Name/Mailing Address	Pcard	Description of Services
S	4937	*01-30-2011	ADVANCE SAFETY EQUIPMENT COMPANY Doing Business As: P. O. BOX 1111 VIRGINIA BEACH, VA 23451 Contact: GORDON CHASE Phone: (757)248-8802 Fax: (757)248-8804 GORDON@ADVANCESAFETYEQIP.COM	N	NIGP Code and Description 34087 FIRE PROTECTION EQUIPMENT & SUPPLIES 34500 SAFETY EQUIPMENT & SUPPLIES 45014 80025 34548 34566

Note

- MS or WS in the SWaM Type column indicates the business also has small business certification.
- Before printing, ensure that your browser print setup is set to landscape.

Expiration date with * indicates that business is pending for recertification.

Expiration date with ** indicates that business currently has 'Provisionally Approved' status. The Department of Minority Business Enterprise (DMBE) must receive all required supporting documents 15 days prior to the expiration date to allow processing or the certification will automatically expire.

Company name with *** indicates that business is a "Service Disabled Veteran owned" business.

1-1

Distributor Agreement

This Distributor Agreement (the "Agreement") is made as of the 19th day of July, 2010 between ZOLL Medical Corporation, a Massachusetts corporation ("ZOLL"), having a principal place of business at Worldwide Headquarters, 269 Mill Road, Chelmsford, MA 01824-4105 and Advance Safety Equipment Co. a Virginia corporation (the "Distributor"), having a principal place of business at 5321 Cleveland St., Suite 201, Virginia Beach, VA 23462.

Section 1. Appointment of Distributor. ZOLL hereby appoints Distributor as its Distributor for the Products (as defined in Section 4 below) only within the Territory (as defined in Section 2 below). Distributor shall be a non-exclusive Distributor for the Products identified on Schedule A. Notwithstanding the foregoing, nothing in this Agreement shall be construed as limiting the marketing or distribution activities of ZOLL or its affiliates. Distributor shall not sell the Products to sub-Distributors and resellers without the prior written approval of ZOLL. See Section 7, Appointment of Sub-Distributors.

Section 2. Territory & Markets. The territory covered by this Agreement shall consist of the state(s) of MD, VA and NC of The United States of America (the "Territory"). The Distributor's market shall be all markets excluding Commercial and Federal Government Hospitals, Physician's Offices, Clinics, EMS, Fire, and customers on military bases or Veterans' Administration Campuses. The Distributor's performance in relation to this agreement will be judged solely based on its achievement of sales goals, objectives and standards within the defined Territory.

Section 3. Term. This Agreement is effective for the twelve (12) month period beginning with the date signed by ZOLL below unless it is sooner terminated as stated herein. This Agreement shall automatically renew for each ensuing one (1) year period unless a written notice of termination is given by either party to the other at least thirty (30) days before the end of the initial contract period, or thirty (30) days before the end of any renewal period.

Section 4. Product. The term "Product" or "ZOLL PRODUCT" shall mean a product set forth in Schedule A. ZOLL, in its sole discretion, at any time or from time to time with thirty (30) days prior notification, may add, remove, or change pricing of products in Schedule A.

Section 5. ZOLL Sales & Service Responsibilities

- (a) ZOLL shall sell to Distributor the products described in Schedule A in accordance with the prices, terms, discounts and the conditions of sales, set forth in Schedule A, B, and C, and D, which are attached to this agreement and incorporated herein.
- (b) ZOLL will assist the Distributor from time to time promoting the sale of ZOLL PRODUCTS whenever, in ZOLL's sole judgment, such assistance becomes necessary or advisable. Such assistance may include the following:
 1. Referring to Distributor inquiries for purchase of ZOLL PRODUCTS received by ZOLL. It is understood, however, that in some circumstances it may be in the end users and ZOLL's best interest for ZOLL to process such inquiries, in which event ZOLL reserves the right to do so.
 2. Training the management and personnel of Distributors through a PRODUCT and Market Training Program, continued training through periodic scheduled Sales Seminars and field trips by Distributor sales personnel on a regular basis with Distributor sales representatives.
 3. Recommending the types of ZOLL PRODUCT(S) best suited to various end user applications defined by the Distributor.

IN WITNESS WHEREOF, the parties hereto have executed this Distributor Agreement as of the date written by ZOLL below.

ADVANCE SAFETY EQUIPMENT COMPANY

By: _____

Name: Gordon Chase

Title: President

Date: 7-19-10

ZOLL MEDICAL CORPORATION

By: _____

Name: R. Gregory Williams

Title: Vice President Sales, Public Safety

Date: 7/25/10

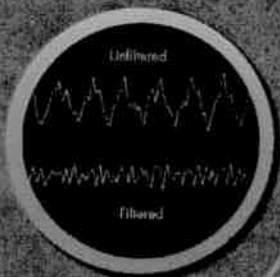
RescueNet® Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.



Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.



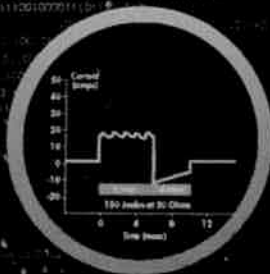
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform; the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – VI. Warranty Information

AED Plus Five-Year Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL's facility, whichever first occurs, the Equipment (constituting the Defibrillator) will be free from defects in material and workmanship under normal use and service for a period of five (5) years. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the Equipment. A Service Loaner is provided at no charge for use during the repair.

During such five-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

Accessories (constituting the PASS cover and electrodes) shall be warranted for ninety (90) days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the Equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware").

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been

advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims is unenforceable or against public policy under any applicable statute or rule of law.

AED Pro Five-Year Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the Equipment (constituting the Defibrillator) will be free from defects in material and workmanship under normal use and service for the period of five (5) years from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the Equipment. A Service Loaner is provided at no charge for use during the repair.

During such five-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

Accessories (constituting the carry case and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the Equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware").

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims is unenforceable or against public policy under any applicable statute or rule of law.



EMS ONE YEAR PRODUCT LIMITED WARRANTY

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the equipment (constituting the Defibrillators and Battery Chargers) will be free from defects in material and workmanship under normal use and service for the period of one (1) year from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the equipment. A Service Loaner is provided at no charge for use during the repair.

During such one-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply.

Accessories (constituting the cables, paddles, SpO2 sensors, single battery chargers and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories.

The foregoing warranty does not apply to software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims are unenforceable or against public policy under any applicable statute or rule of law.

AutoPulse One-Year Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the Equipment, (constituting the AutoPulse[®] Resuscitation System Platform and AutoPulse Battery Charger) will be free from defects in material and workmanship under normal use, and service for a period of one (1) year from date of shipment. The AutoPulse battery is warranted for one (1) year, from the date of shipment, if maintained according to the *AutoPulse Battery Management Program*. AutoPulse Accessories and disposables shall be warranted for ninety (90) days from date of shipment.

During such period ZOLL will at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. ZOLL will pay for the shipping, insurance cost and a service loaner at no charge for use during the repair.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or use of the Equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, processor board internal battery, LifeBand[®] Chest Compression Assembly and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware"). The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE, AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims are unenforceable or against public policy under any applicable statute or rule of law.

Technical Support and Service

ZOLL Medical Corporation provides technical assistance through our Technical Support Department. Should the ZOLL equipment require service, contact the Technical Support Department directly.

Hours of Coverage

Technical Support is available through our Technical Support Help Desk by calling **1- 800-348-9011**, Monday through Friday from **8:30 AM to 6:00 PM EST**.

The Technical Support Representative will require the following pertinent information to open a Service Request:

- Unit Serial Number
- Description of the complaint
- Department where the equipment is being used
- Patient information if applicable
- ECG strips if available
- Purchase Order number if the device is out of warranty

This information will assist us in performing a full evaluation when the product is received at our Depot. You will be given an RMA number to track the return of your product.

Emergency Service

Technical Support is available on an emergency basis 7 days a week during the hours not covered during a normal business day. Emergency Support is available by calling **1-800-348-9011**.

Service Loaners

A Service Loaner is available at no charge during the repair analysis process and is shipped to arrive before 10 AM the next business day. ZOLL pays for the shipping and insurance of the customer unit and the Service Loaner while the unit is under Factory or Extended Warranty.

Repairs

Repair service is provided via Depot Repair at ZOLL Corporate in Chelmsford, MA.

Service is performed by factory trained Service Repair Technicians. Each unit is certified by successfully completing the 6 Month Checkout Procedure as detailed in the appropriate Service Manual, applying a Calibration sticker, and returning the product with a Warranty Repair Form indicating the work performed. As an ISO 9000 certified facility, we retain training records on each employee and are committed to providing the highest level of quality in the servicing of all ZOLL products.

Non Warranty Return for Service

If a device is out of warranty and is returned to ZOLL for service, the Service Depot will evaluate the device to determine if a repair is needed. ZOLL will perform a comprehensive evaluation which could take several hours to complete. If ZOLL's evaluation does not warrant the device to be repaired, an evaluation charge shall apply. ZOLL's Service evaluation charge is a minimum of three (3) hours of Labor plus shipping of the device.

If the evaluation warrants the device to be repaired, the total cost of the repair will include parts, labor and shipping. If you choose to decline the repair, the evaluation charge will then apply.

Hourly Labor Rates

Our current Depot Repair Rate is \$150 per hour. This rate is subject to change October 1st of each year.

Overtime Hours and Rates

There is no additional cost for overtime on Depot repaired items.

On-site Service

Repairs are performed in our Repair Depot at ZOLL Corporate in Chelmsford, MA. We do not offer on-site service but will provide loaners within 24 hours.

Replacement Parts

All replacement and repair exchange parts are typically available for shipment on the next business day following the request.

Repair Exchange (R/X) Program

The Repair Exchange program allows you to purchase "Repair Exchange Parts" at 50% off List Price. When an order is shipped for a "Repair Exchange Part", you will receive an invoice at full list price. Once the defective "Part" is returned, if the "Part" is repairable, you will receive a credit for 50% off the List Price of the Invoice. If the "Part" is not repairable, you will be expected to pay the invoice at list price.

Guaranteed Parts Availability

ZOLL guarantees parts for seven (7) years from the last date of manufacture.

Guaranteed Service Turnaround Time

As an ISO 9000 certified facility we are constantly trying to improve our turnaround time while maintaining a high quality of repair. You can expect a less than 10 business day turnaround on repairs. A Service Loaner is available at no charge while the product is being repaired.

Guaranteed Equipment Uptime

You can expect 99% uptime based on typical use and the arrival of a Free Service Loaner by 10 AM the next business day.

OPTIONAL SERVICE CONTRACT PROGRAMS

Preventive Maintenance Programs

Preventive Maintenance programs can be purchased to maintain the superior performance of your ZOLL equipment. In most areas, ZOLL has either an authorized 3RD Party Biomedical Representative who have been factory trained or a ZOLL Field Support Representative to provide Preventive Maintenance on site at the Customer's location. These representatives are dispatched by the ZOLL Technical Support Contracts Department based on contract requirements. Upon completion of the Preventive Maintenance, the Field Representative will provide the customer with a Service Repair form for the work that was completed.

In the event that on site PM service is not available in your area, arrangements will be made to send the devices to ZOLL Chelmsford Service Depot for service. A service loaner or loaners will be shipped to the customer's location for use during the time the units are in the ZOLL Service Depot.

ZOLL recommends that Preventive Maintenance be performed twice per year or every six (6) months.

Extended Warranty Programs

ZOLL Medical offers a variety of Extended Warranty programs. These programs are designed to help you to budget your maintenance costs and protect you against price increases. An Extended Warranty can be purchased at any time by contacting ZOLL Technical Support Contracts Department.

Biomedical/Service Training Program

ZOLL Technical Support offers a two-day training and certification program, which will enable the attendees to repair and calibrate the defibrillator. This can be purchased through your local ZOLL Sales Representative.

Rental Equipment

Rental Equipment is available for rental purposes on a monthly basis. This can be purchased through our Technical Support Department.

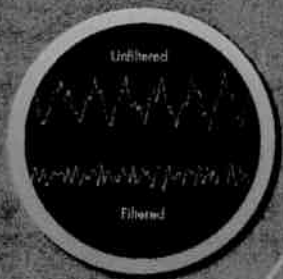
RescueNet® Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.



Real CPR Help®

The original real-time rate and depth feedback – improves compression quality.



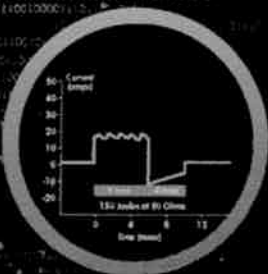
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – VII.

Literature/Product Information



State of Oklahoma
Department of Central Services
Central Purchasing

Amendment of Solicitation

Date of Issuance: 12/13/2010

Solicitation No. SW300

Requisition No. SW300

Amendment No. #4

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: 12/28/2010 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803
Oklahoma City, OK 73152-8803
or

FLORIAN GIZA
Contracting Officer

(405) - 522 - 3428

Phone Number

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, OK 73105

florian_giza@dcs.state.ok.us
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

THE RFP CLOSING DATE HAS BEEN EXTENDED FROM 12/14/2010 TO 12/28/2010

b. All other terms and conditions remain unchanged.

ZOLL Medical Corporation
Supplier Company Name (PRINT)

December 13, 2010

Date

Luis Sanchez
Authorized Representative Name (PRINT)

EMS Territory Manager
Title

Luis Sanchez
Authorized Representative Signature



State of Oklahoma
Department of Central Services
Central Purchasing

Amendment of Solicitation

Date of Issuance: 12/02/2010

Solicitation No. SW300

Requisition No. n/a

Amendment No. #3

Hour and date specified for receipt of offers is changed: ☒ No ☐ Yes, to: 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803
Oklahoma City, OK 73152-8803
or

FLORIAN GIZA
Contracting Officer
(405) - 522 - 3428
Phone Number

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd., Suite 116
Oklahoma City, OK 73105

florian_giza@dcs.state.ok.us
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

1. As the governing state, will OK terms and conditions prevail in a claim or dispute?

ANSWER: Only where individual states have not submitted their own Terms and Conditions to replace Oklahoma.

2. Please explain the assessment of the fees in Sections E 14.0 and E14.0.1. How are these fees different for the Administrative/Usage Fee of 1%?

ANSWER: The fees referenced in Section E.14.0. and E.14.0.1. represents a fee to be paid to NASPO for their services in distribution of the contracts to States other than Oklahoma. The Fees in B.22. are Contract Administration fee paid directly to Central Purchasing in the State of Oklahoma

3. Can Philips reject individual State Terms? Alternately, can Philips reject an entity's participation?

b. All other terms and conditions remain unchanged.

ZOLL Medical Corporation
Supplier Company Name (PRINT)

December 13, 2010
Date

Luis Sanchez
Authorized Representative Name (PRINT)

EMS Territory Manager
Title

Luis Sanchez
Authorized Representative Signature

Description of Amendment - continuing

ANSWER: You may reject any State's Terms and Conditions besides Oklahoma's Terms and Conditions. If you did reject Oklahoma's Terms and Conditions we would not be able to put your company on the contract again. Also, any State whose Terms and Conditions are rejected by Phillips will not be able to participate in this contract. Recommend that you contact any State that you plan to reject to see if they would be willing to alter their Terms and conditions before Award.

Additional Note: Vendors may still submit their State's Terms and Conditions when they submit their Participating Addendum after award. It will be the vendors responsibility to resolve these situations

ZOLL Medical Corporation Worldwide Headquarters

269 Mill Road
Chelmsford, MA 01824
978-421-9655
800-348-9011
www.zoll.com

ZOLL Direct Sales Subsidiaries

Australia, +61 2 8424 8700
www.zoll.com.au
Austria, +43 650 413 6222
www.zollmedical.at
Canada, 905-629-5005
www.zoll.com
China, +86 21 6226 9505
www.zoll.com

France, +33 (1) 30 05 14 98
www.zoll.fr

Germany, +49 2236 87 87 0
www.zollmedical.de

Middle East and Africa,
+96 278 800 4411
www.zoll.com

The Netherlands, +31 (0) 488 41 11 83
www.zoll.nl

Russia, +7495 936 2338
www.zoll.com

United Kingdom, +44 (0) 1928 595 160
www.zoll.com

For subsidiary addresses and fax numbers,
as well as other global locations, please
go to www.zoll.com/contacts.

The ZOLL Rectilinear Biphasic Waveform: Real Performance

ZOLL's Rectilinear Biphasic™ waveform (RBW) was designed specifically for external defibrillation to control for variations in patient impedance. Only the ZOLL RBW has demonstrated statistical clinical superiority² to monophasic waveforms in peer reviewed randomized controlled trials. And now with supporting data from more than 11,500 patients, you can feel secure in the strength of the RBW evidence.

RescueNet Ready

Easily transfer data from E Series and AED Pro to ZOLL's range of RescueNet field data collection options. Look for the RescueNet logo – the key to plug-and-play compatibility on all ZOLL defibrillation and data collection products.



Seamless Product Compatibility

The AED Pro and E Series easily share electrodes, batteries, and data for multiple configuration possibilities.

- Rugged roll cage or lightweight carry case protects the E Series from crashes, tumbles, and bangs, and provides an unlimited lifetime warranty on the outer housing
- Slimmer, briefcase-style design enables easy carrying, storage, and use during patient transport
- GPS clock automates time synchronization across entire system
- New cable management system organizes cables for faster deployment
- EasyRead Tri-Mode Display™ always readable under any conditions
- Protocol Assist CodeMarkers™ for rapid entry of critical information
- Real CPR Help™ provides feedback on rate and depth of chest compressions
- See-Thru CPR™ allows you to see organized rhythms without pausing compressions
- SurePower Battery System



ZOLL

Advancing Resuscitation. Today.™



¹See-Thru CPR option available only when device is operating in manual mode

²For defibrillation of VF, data also demonstrate the superior efficacy of low-energy rectilinear biphasic shocks in patients with high transthoracic impedance at 90% confidence level. *Kerber et al. AHA Scientific Statement, Circulation 1997;95:1677-82. For cardioversion of AF, data demonstrate the superior efficacy of low energy rectilinear biphasic shocks compared to high energy monophasic shocks for transthoracic cardioversion of atrial fibrillation.

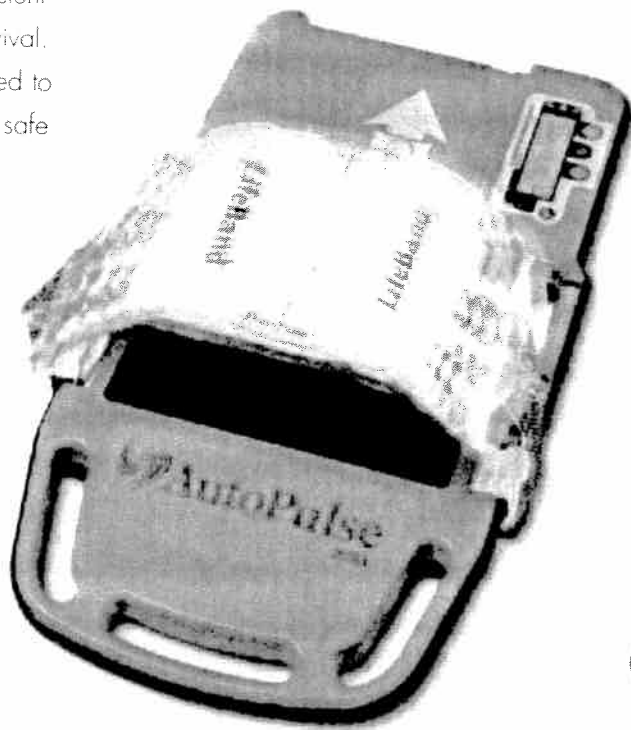
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CPR That Never Misses a Beat

When treating patients in sudden cardiac arrest (SCA), consistent continuous, high-quality chest compressions are critical to survival. But uninterrupted CPR can be impossible for rescuers who need to navigate unpredictable obstacles – while keeping themselves safe and their patients well perfused.

The revolutionary ZOLL® AutoPulse® provides a better choice for top-quality CPR on the move. The only device of its kind, AutoPulse is a non-invasive cardiac support pump that moves more blood^{1,2,3} more consistently than is possible with human hands.

AutoPulse sets a new standard of care for effective, easy-to-use, non-invasive cardiac support during resuscitation. Its capabilities give you more time to focus on everything that matters when saving lives.



Unrestrained ▶



AutoPulse allows rescuers to be safely restrained during transport, secure in the knowledge that the patient is receiving excellent perfusion.

ZOLL M Series

- Straightforward controls, intuitive menus, and ZOLL's Uniform Operating System make operation simple and reduce staff training requirements.
- High Contrast screen, with improved readability, and wide angle of view (60°), is superior to any LCD display.
- Error Correction minimizes problems during use by providing helpful prompts for corrective action.
- Durable Xtreme Pack™ jacket provides convenient storage for all cables, electrodes, and batteries.
- Full range of models are available from Manual to Advisory and AED to meet all needs and are fully upgradeable to keep pace with changing demands.

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All the Capabilities You'll Ever Need

Only 11 lb (5 kg). Half the weight and a third of the size of any unit in its class. The M Series has everything you need for cardiac resuscitation: fast, easy-to-use defibrillation, external pacing, ECG with advanced monitoring, built-in AC or DC power, and an integrated information management system.

M Series Specifications

ECG Monitoring

Patient Connection: 1 Lead ECG cable, 3 Lead ECG cable, 12 Lead ECG cable, paddles or MFE Pads. Selectable by front panel switch.

Input Protection: Fully defibrillator protected. Special circuit prevents distortion of ECG by pacer pulse. (Pacer version only)

Implanted Pacemaker Style Display: Dedicated circuitry detects most implanted pacemaker spikes and provides standard display marker of spike on ECG trace.

Bandwidth: 0.5-40 Hz (3 dB) or 0.5-30 Hz; 0.05-150 Hz diagnostic

Lead Selection: Displayed on monitor

ECG Size: 0.5, 1, 1.5, 2, 3 cm/mV - display on monitor

Heart Rate: Digital display 0-300 bpm $\pm 5\%$

Heart Rate Alarm: On/Off displayed on monitor. User-selectable, tachycardia 60-380 bpm, bradycardia 20-100 bpm.

1 Volt ECG Cal: 1.0 volt/cm of deflection on strip chart recorder. < 25 ms delay from patient ECG input

Display Format: Non fade moving bar display.

SmartAlarms™: Beeper/voice prompts indicate shockable rhythm.

Display

Screen Type: High-resolution display.

Screen Size: 5.6 inches (14.2 cm) diagonally

Sweep Speed: 25 mm/sec

Viewing Time: 4 seconds

Channels: 2

Information: Heart Rate, Lead/Pads, Alarm On/Off, NIBP, 12-Lead ECG, SpO₂, EtCO₂, AED Functions and Prompts, Defibrillator Test Function, Self Test Function, Error Corrections and Faults, Pacer Functions (optional), Code Markers, Alarm Selection and Limits, Delivered Energy

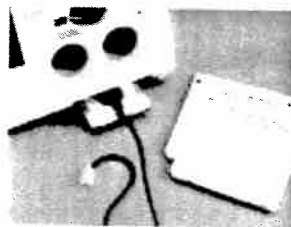
Defibrillator

Waveform: Damped sinusoid or ZOLL Rectilinear Biphasic

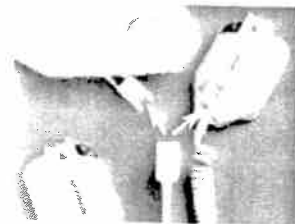
Energy Selection: Selectable at 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 50, 75, 100, 150, 200, 300, 360 joules. (Delivered into 50Ω load.) Selected using controls on sternum paddle or device front panel. Rectilinear Biphasic energy selection up to 300 joules maximum.

Charge Time: Less than 7 seconds with a new fully charged battery (first 15 charges to max energy). Depleted batteries will result in a longer recharging time.

Energy Display: Monitor display indicates both selected and delivered energy.



Code Marker System: for all drugs and interventions makes charting easy. Information can be printed either on a Summary Report or easily downloaded to a PC using the removable PCMCIA card.



A universal connector for paddles and pads eliminates confusing adaptors and misconnections that can delay life-saving efforts.

Synchronized Mode: Synchronizes defibrillator pulse to patient's R wave. "SYNC" message displayed on monitor. Marker on display and recorder paper identifies R wave discharge point.

Advisory Function: Single analysis or programmable auto re-analyze X3 with programmable auto energy level selection, screen prompts, and voice prompts.

AED Function: Auto analyze and charge X3 with programmable auto energy level selection, screen prompts, and voice prompts.

Charge Controls: Control on apex paddle and on device front panel.

Paddles: External anterior/anterior adult and pediatric. Adult paddles slide off to expose pediatric paddles.

Multi-Function Electrode (MFE) Pads: Specifically designed adult anterior/posterior pre-gelled ZOLL MFE Pads, and Multi-Function star-pads™ packaged in pairs.

Built-In Defibrillator Tester: Tests defibrillator energy output and continuity of universal cable and paddles, documented on PCMCIA card and strip chart.

Defibrillation Adviser: Evaluates electrode connection and patient ECG to determine if defibrillation is required.

Shockable Rhythms: Ventricular fibrillation with amplitude > 100 µV and wide complex ventricular tachycardia with rates greater than 150 bpm.

Multi-Function Electrode Impedance Measurement Range: 0-150 ohms.

Pacemaker (Pacer Version Only)

Type: VVI demand, asynchronous (fixed rate) when used without ECG leads or in ASYNC pacing mode.

Pulse: Rectilinear, constant current; 40 $\pm$ 2 milli-seconds, amplitude variable 0 to 140 mA $\pm 5\%$ or 5 mA, whichever is greater, digitally displayed on the monitor (increments or decrements by a value of 2 mA); rate variable from 30 to 180 ppm $\pm 1\%$ (increments or decrements by a value of 2 ppm).

Output Protection: Fully defibrillator protected and isolated.

Multi-Function Electrode (MFE) Pads: Specifically designed pre-gelled ZOLL star-pads™ - pre-pads™ and pedi-pads™ MFE packaged in pairs.

Recorder

Paper: 80 mm thermal (grid width) 90 mm (paper width)

Speed: 25 mm/sec, 5-second delay

Annotations: Time, date, defib energy, heart rate, pacer output (pacer version only), QRS sync marker, ECG size, lead, alarm, defib test OK/Fail, analyze ECG, analysis failed, noisy ECG, shock advised, no shock advised, ECG too large, ECG too small and diagnostic bandwidth.

Printing Method: High-resolution thermal array print head.

Print-out Modes: Manual or automatic - user-configurable.

On/Off Control: Front panel and paddle.

Automatic Erasure: 15-second recording initiated by alarm activation or defibrillator discharge.

PCMCIA Card Slots

Accepts two standard series Type II Flash Cards, 1, 16 MB. Fax modem card capability in slot 2.

PCMCIA Card

Records continuous ECG and device data; optionally records digitally compressed audio data; play on PC with Specified Card Reader and ZOLL Data Control™.

Battery Packs

Type: Rechargeable, sealed lead acid.

Recharge Time: 4 hours or less with integral charger.

Operating Time: For a new, fully charged battery pack at 20°C: 35 defibrillator discharges at maximum energy, or 3 hours of continuous ECG monitoring, or 2.5 hours of continuous ECG monitoring/pacing at 60 mA, 80 beats/min. Additional parameters will effect operating time. Consult your operator's guide.

General

Size: 6.8 in (17.3 cm) high x 10.3 in (26.2 cm) wide x 8.2 in (20.8 cm) deep

Weight: 11.5 lb (5.23 kg) with Multi-Function Cable and battery; 13.5 lb (6.14 kg) with paddles.

Design Standards: Meets or exceeds UL 2601, AAMI DF-39, AAMI DF-2, and IEC 601-2-3.

Patient Safety: All patient connections are electrically isolated.

Environmental: Operating Temperature 0° to 55°C, Storage and Shipping Temperature -40° to 65°C, Humidity: 5 to 95% relative humidity, non-condensing, Vibration: Mil Std 810E, Maximum Intensity Test, Shock: IEC 68-2-27, 30g rms half sine. Operating Pressure: 594 to 1060 mBar, Material Ingress: IEC 529, IP23. Electromagnetic Compatibility (EMC): CISPR, II Class B Radiated and Conducted Emissions, Electromagnetic Immunity: AAMI DF-2, IEC 801-3 to 20 V/m, Electrostatic Discharge: AAMI DF-2, IEC 1000-4-2, Conducted Susceptibility: IEC 1000-4-4, 1000-4-5, 1000-4-6.

AC Power: Meets all IEC, UL, and AAMI safety requirements.

Options: Xtreme Pack I Carry Case, Xtreme Pack II Throttle Rubber Case for added protection.



ZOLL
It's about time.

Specifications subject to change without notice.

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ZOLL Defibrillation: Clinically Superior Resuscitation Therapy



Superior Defibrillation

Only the ZOLL Resistor Biphasic™ waveform has proven its clinical superiority for defibrillating VF in high impedance patients* and cardioverting AF patients.† It reduces the myocardium's exposure to high peak current and maintains an optimal waveform shape over a wide range of patient variability — enhancing efficacy while reducing the risks of inappropriate currents.

Superior Pacing

Clinical studies‡ have confirmed superior capture rates, lower mean capture thresholds, less muscle artifact and better patient tolerance. ZOLL's constant current, 40 msec pulse overcomes disadvantages inherent in other external pacemakers.



Advisory Capability

The new ZOLL CCT has advisory capabilities to guide less experienced personnel safely and efficiently through defibrillation. ECG displays, optional voice prompts, auto-manual energy levels and many other features can be individually configured to adapt to all skill levels.

References

1. Moulds, Joseph. "New ZOLL Single-Phase Biphasic Defibrillator." *ECG*, Vol. 10, No. 1, 1985, p. 10.
2. Moulds, Joseph. "New ZOLL Single-Phase Biphasic Defibrillator." *ECG*, Vol. 10, No. 1, 1985, p. 10.
3. Moulds, Joseph. "New ZOLL Single-Phase Biphasic Defibrillator." *ECG*, Vol. 10, No. 1, 1985, p. 10.
4. Moulds, Joseph. "New ZOLL Single-Phase Biphasic Defibrillator." *ECG*, Vol. 10, No. 1, 1985, p. 10.
5. Moulds, Joseph. "New ZOLL Single-Phase Biphasic Defibrillator." *ECG*, Vol. 10, No. 1, 1985, p. 10.

* Superior for defibrillation in high impedance patients in the resuscitation unit.

What Makes a Defibrillator Better for Transport?

Superior Care and Portability in One Compact Unit

When you're transporting critical care patients, defibrillation is a capability you need to have on hand. But you also need to keep track of critical vital signs along the way. The M Series CCT brings together ZOLL's superior biphasic defibrillation, external pacing, complete monitoring, a multiple application printer and a large, full-color display — in a single portable unit.

ZOLL XL Battery for Longer Transport Times

The XL Battery delivers the runtime required for long, portable operation. Built-in AC means power makes transportation from ambulance to bedside — or helicopter to ambulance — easy.



Transport-Ready Design

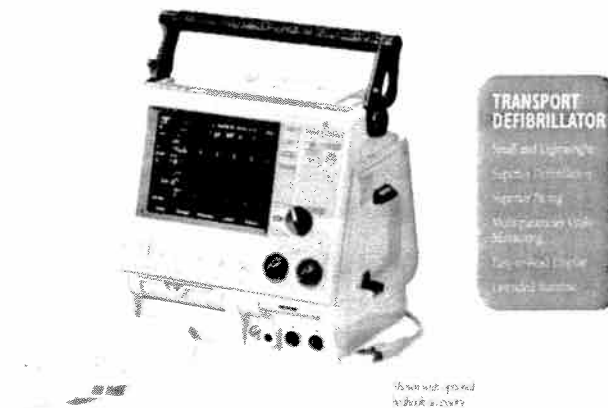
For transport needs, the M Series CCT is the most efficient, most complete solution. The M Series CCT starts out of the case and you need it. And at just 17 pounds (including the battery), it's smaller and 21% lighter than its nearest competitor.

Easy-to-Read Display

The bright, 6.5" diagonal color display makes monitoring information easy to read at a glance, whether you're rushing down a hallway or working in a helicopter.

M Series Technology and Simplicity

The M Series CCT is the newest member of the ZOLL family of familiar easy-to-operate defibrillators. With its straightforward controls and ZOLL Unitent's prompting system, the M Series CCT reduces staff training and minimizes operator confusion. It's the perfect combination for critical care transport and advanced life support.



Shown with optional AmbuLink accessory.

Vital Signs Assessment: Invasive and Non-invasive Parameters

A Full Range of Parameters For a Full Range of Patients

The M Series CCT features a three-channel display for ECG and up to two invasive pressures with ranges covering arterial, pulmonary arterial, central venous or intra-cranial pressure as well as two temperature channels. In addition, it also provides virtually all the non-invasive parameter options of the M Series including SpO₂, EtCO₂, NIBP and fully responsive 12-lead ECG.



Flexible Color Display

The color display shows multiple vital signs in different colors in three different channels — organizing information so you can quickly assess your patient's status while on the move.

Quick, Easy Connections

A VGA output connects the defibrillator to standard displays. It's also compatible with most common BIP transducers and temperature probes.



Ready to Gather and Share Critical Data

The M Series CCT is compatible with ZOLL Data Control for seamless transfer of patient information, including code summary data, via PC and/or RS232C protocol.

ZOLL
It's about time.

M Series

Tough Enough for Life

Introducing the Lightest, Most Compact, Most Advanced Defibrillator Monitor Ever Made

Small. Rugged. Half the size of other portable units and packed with power. Everything you need for cardiac resuscitation. Fast, easy-to-use defibrillation. Manual and AED capability. Superior Biphasic waveform and ZOLL pacing. Pulse oximetry, capnography, 12-Lead ECG, and NIBP. Built-in AC or DC power. Advanced information for detailed reporting.

The Display You Can See Anywhere

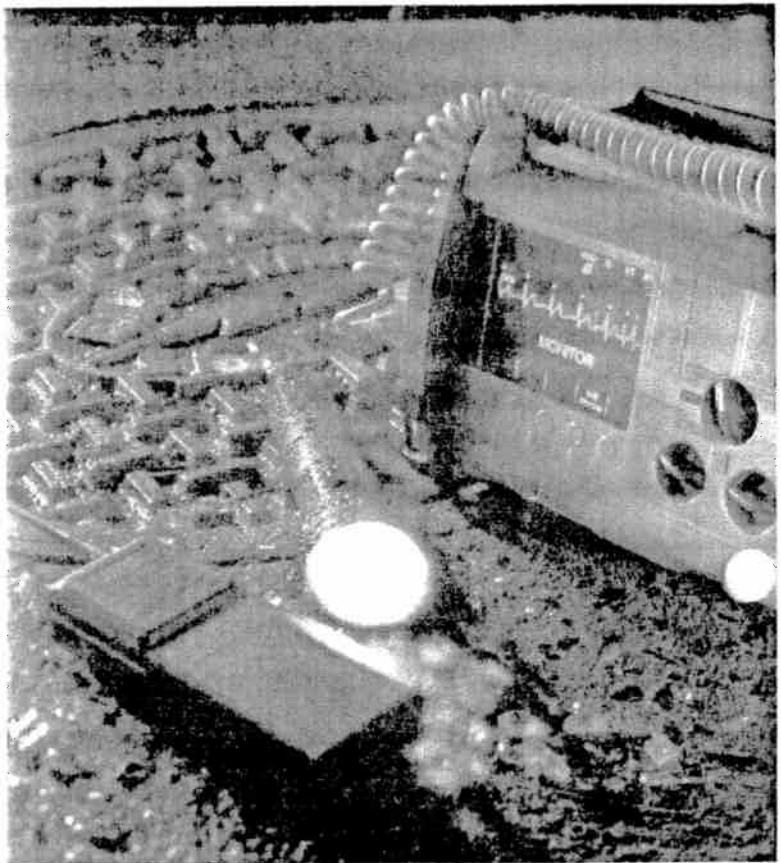
Incorporates the most technologically advanced display with a wider viewing angle than any LCD display. High contrast and visibility, even at 60°, allow you to view important information clearly and accurately.

Built for Heavy-duty Use on the Road

Takes the rigors of the road and the roughest treatment under the harshest conditions. It meets rigorous military design standards. New ZOLL Xtreme Pack II™, a molded, durable rubber jacket, provides unmatched heavy-duty protection.

Code Markers with Complete Data Management

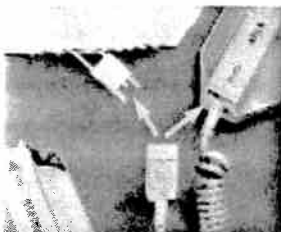
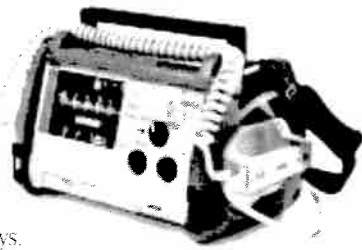
New code marker system follows AHA or programmed user treatment protocols. Complete documentation is easy with "one touch" data annotation. Records all information, including optional voice on a removable PCMCIA data card. Uses ZOLL Data Control™ software with Utstein-style templates for post-event review and analysis.



ZOLL's new screen is superior to any LCD in readability, contrast, and angle of view. It clearly displays ECG, SpO₂, EtCO₂, and NIBP values with or without waveforms, as well as the new "one touch" programmable code markers for drugs and events.

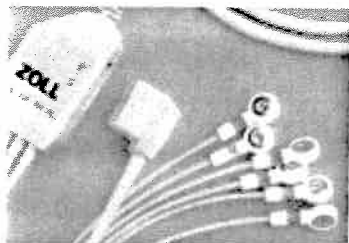
The M Series Gives You More

Xtreme Pack™ for Protection and Cable Management — Durable and resilient rubber jacket provides protection and storage for all cables, electrodes, batteries, and accessories. The washable jacket surrounds the unit for unmatched protection, and immediate access to all controls, connections, and displays.



Simple Connections for Operator Confidence — Patient connections are simplified with a new universal connector for both pads and paddles. No adapters or multiple cables that delay life-saving efforts. Built-in pediatric paddles and a complete line of disposable electrodes meet all demands.

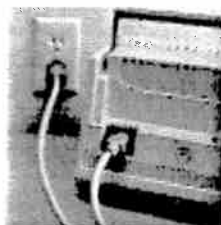
1-Step™ Patient Cable — ZOLL's 1-Step Patient Cable provides continuous ECG from 4 leads and rapid 12 lead acquisition without switching cables or electrodes.



Integrated Resuscitation and Information Management — The M Series is an integral part of ZOLL's RescueNet™ System that organizes all call information. A removable PCMCIA card provides easy downloading of patient information to a PC for storage. A comprehensive

Summary Report prints out all important ECG, device, drug, and event information.

Always Ready with Built-in AC or DC Power and Battery Charger — The M Series offers the advantages needed to safeguard patients during rescue and transport. When on AC or DC, an internal charger recharges the battery and powers the unit continuously.



References

- Mittal S, Avni S, Stein KM, Knight BP, Meady E, Schwartzman D, Carlsch D, Plana JV, Calkins H, Tchou PJ, Miller JM, Wharton JM, Sung RJ, Soteri D, Markowitz SM, Lerman BB. Comparison of a novel rectilinear biphasic waveform with a damped sine waveform for transcutaneous ventricular defibrillation. *Journal of the American College of Cardiology*. 1999; 34:5.
- Mittal S, Avni S, Stein KM, Schwartzman D, Carlsch D, Tchou PJ, Markowitz SM, Soteri D, Schaner MA, Lerman BB. Transcutaneous cardioversion of atrial fibrillation: Comparison of rectilinear biphasic versus damped sine wave monophasic shocks. *Circulation*. In Press.
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ZOLL

It's about time.

ZOLL E Series

- **EasyRead Tri-Mode Display™** for maximum readability, whether in pitch dark or direct sunlight
- Unique GPS clock provides complete time accuracy every time the defibrillator is used
- **Rapid Cable Deployment System™** helps manage your wires and eliminates the "spaghetti"
- **Protocol Assist Code Markers™** for rapid event documentation
- Battery flexibility with low-cost sealed lead acid or rechargeable lithium ion means more choices to meet your needs
- One-piece or two-piece pad. Have it your way. Choose one-piece **CPR-D•padz™** or two-piece **CPR stat•padz™**
- Optional roll-cage design or soft pack carry case

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Rugged design, advanced capabilities

No other full-featured defibrillator was designed specifically for the rigors of your EMS environment. Documentation is made easy when combined with data transfer options that take the "paper" away.

realCPR help™

Chest compression rate and depth is measured in real-time, and both visual and optional audible feedback are provided. All CPR data can be recorded and reviewed using RescueNet™ Code Review software.

see-thruCPR

ECG signal processing extracts CPR artifact from the ECG so you can see organized rhythms without interrupting compressions.

E Series Specifications

ECG Monitoring

Patient Connection: 3 lead, 5 lead or 12 lead ECG cable, paddles or MFE pads, selectable by front panel switch
Input Protection: Fully defibrillator protected. Special circuit prevents distortion of ECG by pacer pulse (Pacer version only)
Implanted Pacemaker Spike Display: Dedicated circuitry detects most implanted pacemaker spikes and provides standard display marker of spike on ECG trace
Bandwidth: 0.5-1 Hz 1.3 dB standard; 0.5-150 Hz diagnostic 1 Hz - 21 Hz user configurable
Lead Selection: Displayed on monitor
ECG Size: 0.5, 1, 1.5, 2, 3 cm/mV — displayed on monitor
Heart Rate: Digital display 0-300 bpm ±5%
Heart Rate Alarm: Screen icon indicates activated/deactivated status. User-selectable: tachycardia 60-280 bpm, bradycardia 20-100 bpm
1 Volt ECG Out: 1.0 volt/cm of deflection on strip chart recorder <25 ms delay from patient ECG input
Display Format: Non-rotate moving bar display
SmartAlarms™: Buzzer/voice prompts indicate shockable rhythm

Display

Screen Type: High resolution color liquid crystal display (LCD)
Screen Size: 5.63 inches (14.3cm)
Sweep Speed: 25 mm/sec
Viewing Time: 4 seconds
Channels: 2
Messages: Heart rate, lead/pads, alarm on/off, SpO₂, EtCO₂, AED functions and prompts, defibrillator test function, error corrections and faults, pacer functions (optional), code markers, alarm selection and limits, delivered energy

Defibrillator

General:

Waveform: ZOLL Rectilinear Biphasic™
Charge Time: Less than 6 seconds with a new fully charged battery. First 15 charges to max energy. Depleted batteries will result in a longer defibrillator charge time.

Energy Display: Monitor display indicates both selected and delivered energy.

Multi-Function Hermode (MFE) Pads: Specifically designed anterior-posterior pads called ZOLL **stat•padz™**. Multi-Function Electrodes packaged in pairs.

Built-In Defibrillator Tester: Provides verification of the defibrillator charging and discharging without removing paddles from storage wells or verification of unit configured with Multi-Function cable.

Multi-Function Electrode Impedance Measurement: Range 0-150 ohms ±10% or 5 ohms, whichever is greater.

Manual (Adult Mode)

Energy Selection: Selectable at 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 15, 20, 30, 40, 50, 60, 70, 80, 90, 100, 110, 120, 130, 140, 150 Joules. Delivered into 50 mm lead. (Selected using controls on monitor, control or device front panel)

Synchronized Mode: Synchronizes defibrillator pulse to patient's

R-wave. "SYNC" message displayed on monitor. Marker on display and recorder paper identifies R-wave discharge point.
Paddles: Standard apex/sternum adult and pediatric. Adult paddles slide off to expose pediatric paddles.
Charge Controls: Control on apex paddle and on device front panel.

Advisory:

Advisory Function: Single analysis or programmable auto re-analyze x3 with programmable auto energy level selection and screen prompts.

Shockable Rhythms: Ventricular fibrillation with amplitude >100 µV and wide complex ventricular tachycardia with rates greater than 150 bpm.

Charge Controls: Control on device front panel.

Energy Selection: Automatic, pre-set stock 1, 2, 3 energy levels — user configurable: 120, 150, 200 Joules biphasic default. Selected using controls on device front panel.

Pacemaker (Pacer Version Only)

Type: VVI demand, asynchronous (fixed rate) when used without ECG leads or in ASYNC pacing mode.

Pulse: Rectilinear, constant current, 40 milliseconds ±2%, amplitude variable 0 to 140 mA ±5% or 5 mA, whichever is greater, digitally displayed on the monitor. Increments or decrements by a value of 2 mA, rate variable from 30 to 180 ppm ±1.5% (increments or decrements by a value of 2 ppm).

Output Protection: Fully defibrillator protected and isolated.
Multi-Function Electrode (MFE) Pads: Specifically designed pre-gelled ZOLL **stat•padz™** Multi-Function Electrodes packaged in pairs.

Recorder

Paper: 80 mm (thermal grid width), 90 mm (paper width)
Speed: 25 mm/sec

Annotations: Time, date, defib energy, heart rate, pacer output (pacer version only), QRS sync marker, ECG size, lead, alarm, defib test OK/fail, analyze ECG, pads off, analysis halted, noisy ECG, shock advised, no shock advised, ECG too large, ECG too small and diagnostic bandwidth.

Printing Method: High resolution, thermal array print head.
Printout Modes: Manual or automatic — user configurable.

On/Off Control: Front panel and paddle.
Automatic Function: 15 second response initiated by alarm activation or defibrillator discharge.

Voice Prompts

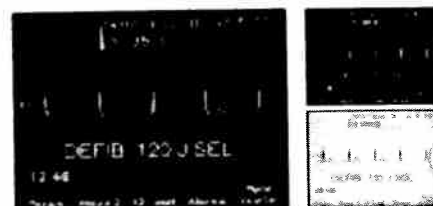
Attach pads: "Check pads." "Check patient." "Sound clear." "Press shock." "No shock advised." "Check pulse." "Press analyze." "If no pulse, perform CPR."

Visual Prompts

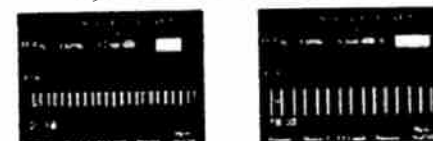
Press analyze: "Shock adv." "No shock adv." "Pulse detected." "Charging." "Press shock." "Check patient." "No pulse to CPR."

PCMCIA Card Slots

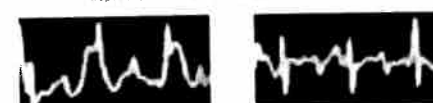
Accepts two standard series Type II Flash Cards: 2, 4, 16, and 32 MB. Fax modem card capability in slot 1, data cards in slot 2.



The EasyRead Tri-Mode Display provides three screen options: high resolution color, black on white, or white on black.



Depth and rate versions of the Real CPR Help Screen



Unfiltered ECG signal during CPR. Signal filtered by See-Thru CPR.

PCMCIA Card

Records continuous ECG and device data, optionally records digitally compressed audio data.

Battery Packs

Type: Sealed lead acid, Lithium ion.
Recharge Time: Sealed lead acid: 4 hours or less with integral charger. Lithium ion: 7 hours or less with integral charger.
Operating Time: Sealed lead acid: For a new fully charged battery pack at 20°C, 40 discharges at maximum energy or 2.75 hours of continuous ECG monitoring, or 2.75 hours of continuous ECG monitoring/pacing at 60mA, 80 beats/min. Lithium ion: 100 defibrillator discharges at maximum energy (200J), or 4.25 hours of continuous ECG monitoring, or 3.75 hours of continuous ECG monitoring/pacing at 60mA, 80 beats per minute. Additional parameters will effect operating time: consult your Operator's Guide.

General

Size: 5.75 in (14.6 cm) high x 13.1 in (33.3 cm) wide x 10.5 in (26.7 cm) deep.

Weight: 13.2 lb (6.0 kg) without roll cage or battery. 15.4 lb (7.0 kg) with sealed lead acid battery. 14.6 lb (6.6 kg) with lithium ion battery.

Design Standards: Meets or exceeds UL 60601-1, AAMI DF 80, IEC 60601-2-25, and IEC 60601-2-27.

Patient Safety: All patient connections are electrically isolated.
Environmental Temperature: Operating: 0°C to 55°C (32°F to 131°F). Storage Temperature: 20° to 60°C (4°F to 141°F).

Note: The E Series device may not perform to specification when stored at the upper or lower extreme limits of storage temperature and immediately put into use.

Humidity: 5 to 95% relative humidity, non-condensing. Vibration: MIL-STD-883C, Minimum integrity test. Shock: IEC 60601-2-27, 100 g 6 ms half sine. Operating pressure: 594 to 1060 mbar. Material ingress: IP34 per IEC 60601-1. Electromagnetic Compatibility (EMC): CISPR 11 Class B. Radiated and Conducted Emissions: CISPR 11 Class A. Radiated and Conducted Emissions (radio input only): Electromagnetic Immunity: AAMI DF 80, IEC 61010-4-3 to 10V/m. Electrostatic discharge: AAMI DF 80, IEC 61010-4-2. Conducted Susceptibility: IEC 61010-4-4 IEC 61010-4-5. IEC 61010-4-6.

AC Power: Meets all IEC, UL and AAMI safety requirements.
Options: Roll cage with cable management side pouches or soft case with side pouches.

Communications

Serial Communication: RS232 port, data transfer cable to PC.
Integrated Bluetooth™: Sends 12 lead and vital data from the E Series to fax or email via Bluetooth-enabled PDA phone or laptop running ZOLL Data Relay. ZOLL RescueNet™ Code Review server directs 12 lead and vital data to specified destinations.
Fax Modem: Card for transmission of 12 lead ECG to Group 2 fax machines.
Bluetooth Port: Card for sending 12 lead ECG via Bluetooth-enabled cell phone to fax or 31.25 MB system.



Conforms to CE mark as a Class II medical device.

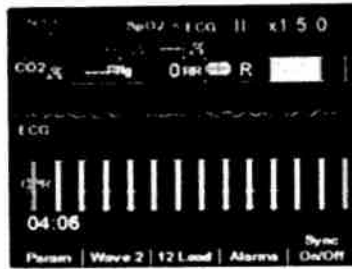
© 2004 ZOLL Medical Corporation. All rights reserved. Protocol Assist and Code Markers, Rapid Cable Deployment System, RescueNet, RescueNet, and See-Thru CPR are trademarks of ZOLL Medical Corporation. Advancing Resuscitation. Today.™ is a service mark of ZOLL Medical Corporation. **stat•padz™** and **stat•padz™** are registered trademarks of ZOLL Medical Corporation. All other trademarks are the property of their respective owners.

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ZOLL
Advancing Resuscitation. Today.™

real CPR help™

Chest compression rate and depth is measured in real-time, and both visual and optional audible feedback are provided. All CPR data can be recorded and reviewed using RescueNet™ Code Review software.



see-thruCPR™

ECG signal processing extracts CPR artifact from the ECG so you can see organized rhythms without interrupting compressions.



Unfiltered

Filtered

One-Piece or Two-Piece Pad. Have It Your Way.

Choose one-piece **CPR-D•padz®** or two-piece CPR **stat•padz®**

Fast, accurate placement and CPR feedback without extra steps or sensors.

Best-in-Class Parameters

Masimo® pulse oximetry provides accurate SpO₂ measurements during low perfusion and high motion – when you need it the most. GE® 12SL 12-lead ECG interpretation and communication add more diagnostic capability. Respironics® “plug and play” mainstream or sidestream EtCO₂ and SunTech® Non-Invasive Blood Pressure add accuracy and reliability in resuscitation monitoring.

Right Battery. Right Place. Right Time.

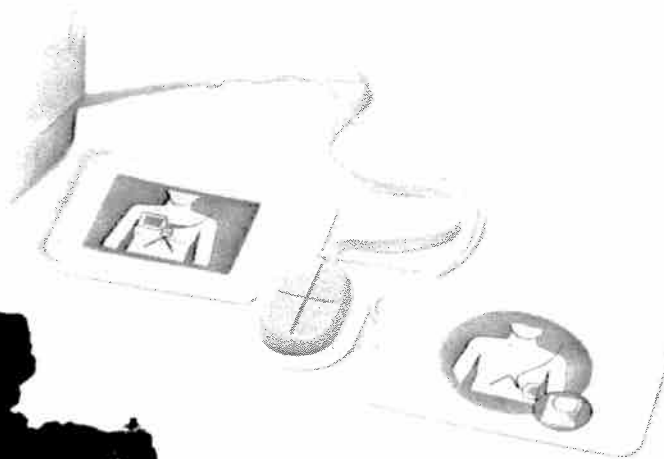
Two choices to meet your needs:

1. Sealed lead acid batteries for standardization across ZOLL M Series®, E Series®, and AED Pro®
2. Rechargeable SurePower™ lithium ion for extended capacity and longer run times.

More choices mean better adaptation to your system.

Documentation Made Easy

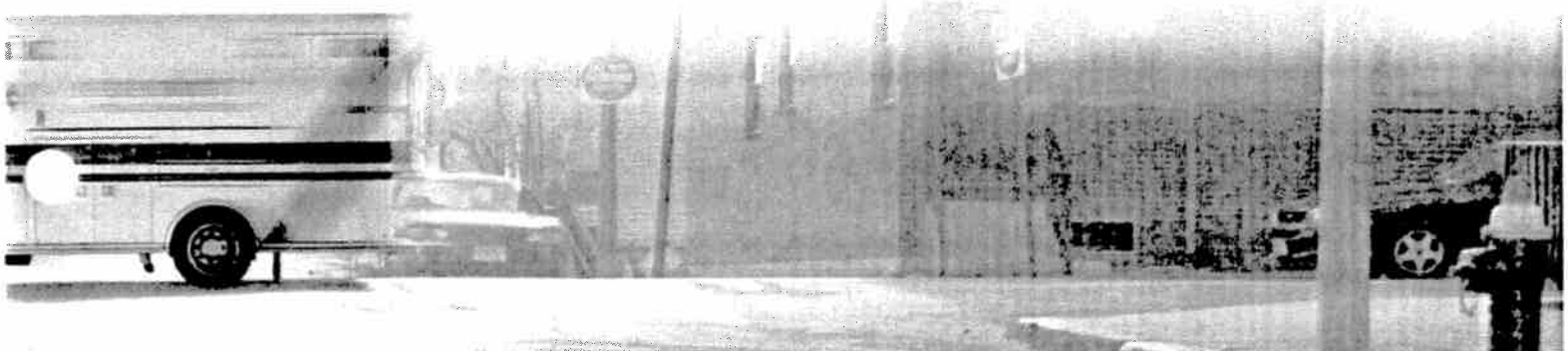
The E Series offers configurable Protocol Assist CodeMarkers™ for rapid event documentation. Dedicated data entry keys give users a simple method to enter patient name and other critical information. Spend more time working with the patient, and less time worrying about documenting interventions correctly. Optional Bluetooth® provides wireless data transfer and 12-lead transmission. Additionally, the E Series is fully compatible with ZOLL's RescueNet Data Management System.



Optional roll cage offers even greater protection from the hazards of EMS.



Small, compact, and lightweight briefcase-style design.



Exactly what you said you needed. A street-tough defibrillator for ALS with advanced capabilities.

It's time you had equipment designed for the pounding rain, searing heat, and freezing cold. For drops and tumbles, splashes and stains. For dirt and mud. For use in fast-moving rigs while dodging traffic on busy streets. ZOLL® has built a radically new defibrillator, with you – and your world – in mind. The E Series®. Because in your line of work, you have enough to worry about. And you shouldn't have to worry about your equipment. Ever.



Optional softpack carry case

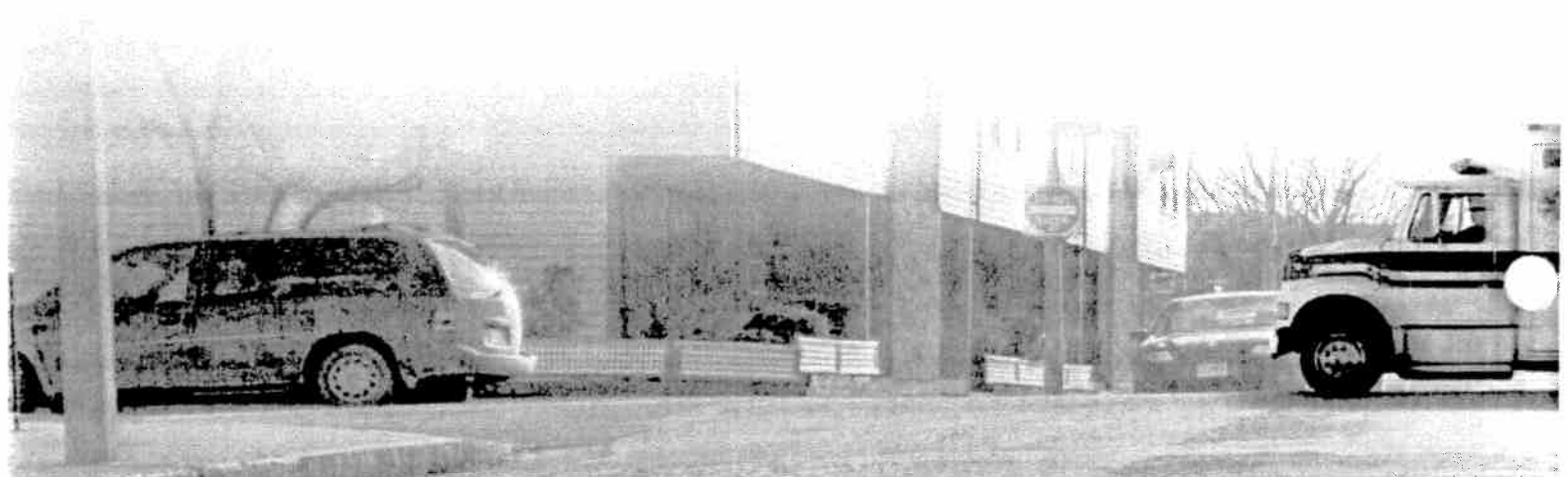
See the Display In Any Environment

Easy-to-read Tri-Mode Display™ adjusts on the fly from color to black and white or white on black, assuring that you will never miss critical patient-assessment information.



GPS Clock Synchronizes Times Across Your Entire System

Global Positioning System (GPS) clock automatically syncs when the defibrillator is turned on and within line of site with a satellite.



AED Pro

Rugged construction and exceptional durability support the needs of Basic Life Support providers as well as the needs of tiered systems and the professional rescuer.

- Unrivaled battery and electrode compatibility with ZOLL's line of professional defibrillators.
- Superior Design and Construction: IP55 Dust/Water Ingress rating and passes 1.5 Meter Drop Test.
- Manual Override and See-Thru CPR option satisfies advanced life support functions.
- Internal Event Memory Storage, with external USB data stick transfer and storage capability.
- Lead II ECG monitor with 3-lead cable.
- Easily configurable to local protocols with ZOLL Administrative Software (ZAS).
- Intelligent pediatric capability with ZOLL's **pedi•padz® II**.

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Rugged Construction, Advanced Capabilities

Designed with advanced capabilities, the ZOLL AED Pro supports Basic Life Support as well as Advanced Life Support professionals. A high-resolution LCD display allows responders to visualize a patient's ECG.

Real CPR Help

The AED Pro is the first defibrillator designed for professional responders with real-time feedback on CPR chest compressions. ZOLL's unique real-time feedback mechanism, Real CPR Help, includes a metronome set at the AHA recommended 100 bpm and a screen display that helps rescuers achieve optimum rate and depth of compression levels through audible and/or visual prompts.

See-Thru CPR

When the AED Pro is in manual mode and CPR chest compressions are being performed, See-Thru CPR is activated. See-Thru CPR reduces interruptions by allowing clinicians to see organized electrical activity while CPR compressions are being performed by filtering out compression artifact ("noise"). This allows rescuers the ability to see a patient's underlying cardiac rhythm during resuscitation efforts and eliminates the need to stop compressions to see if defibrillation was successful.

AED Pro Specifications

ECG Monitoring

Patient Connection: 3-lead ECG cable

Input Selection: Fully defibrillator protected

ECG Size: Automatic Control (AGC) gain

Heart Rate: 30-300 bpm ±5%

Display

Screen Type: High-resolution LCD display

Screen Size: 3.02 inches W x 2.27 inches H

Sweep Speed: 25 mm/sec.

Viewing Time: 3 seconds

Displayed Information: Heart rate, ECG waveform, text prompts, CPR bar graph, battery gauge, elapsed time, number of shocks delivered

Event Documentation

Type: Internal non-volatile memory

Memory Capacity: With audio recording enabled, 20 minutes of ECG, operator and device actions, without audio recording, 1.45 hours each for 4 patient records or up to 5.8 hours for a single record of ECG and event data. Expanded external data storage and transfer available with optional USB memory stick

Event Review & Reporting: RescueNet® Code Review software version 3.30 or higher

Communications: IrDA infrared wireless for communication with personal computer or external USB memory stick transfer

Defibrillator

Waveform: ZOLL Rectilinear Biphasic™ waveform

Energy: 50, 70, 85 (pediatric), 120, 150, 200 joules (adult) preconfigured

Charge Time: Less than 10 seconds with a new fully charged battery. Depleted batteries will result in a longer defibrillator charge time.

Energy Display: Monitor display indicates selected energy in manual mode only.

AED Function: Auto analyze and charge x3 with programmable auto energy level selection, screen prompts, and voice prompts

Electrodes: One-piece **CPR-D•padz®**

CPR stat•padz®, **stat•padz® II**, and Pediatric

pedi•padz® II, **CPR-D•padz** one-piece electrode and **CPR stat•padz** two-piece electrodes provide Real CPR Help for rate and depth of CPR chest compressions

Manual Energy selection user configurable, 120, 150, 200 J adult and 50, 70, 85 J pediatric

Semi-Automatic: Evaluates electrode connection and patient ECG to determine if defibrillation is required

Shockable Rhythms: Ventricular fibrillation with amplitude >100 µV and wide complex ventricular tachycardia with rates greater than 150 bpm (adult) and greater than 200 bpm (pediatric)

Defibrillation Pads Impedance Measurement Range: 10-300 ohms

Prompts: Audible voice prompts and text messages guide user through complete sequence of operation. Text prompts are always displayed. With ZAS, user can configure voice prompts on/off

Controls: ON/OFF, Shock, Softkeys

Configurability

ZOLL Administration Software (ZAS): Allows user to manually adjust the configuration of the AED Pro to desired medical protocol or direction

Analyze OPTIONS: User can configure the ability to analyze a patient during the CPR period by depressing a softkey

CPR Duration: User can configure CPR duration from 30 seconds to indefinite, depending on protocol. User also has the ability to configure the AED Pro to "start with CPR", which when turned on will prompt the rescuer to perform CPR prior to analyzing the patient

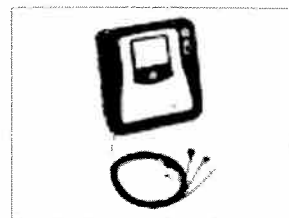
Voice Prompts: User can adjust wording (limited options) and/or turn on/off voice prompts. Note: Text prompts are always displayed

Shock Energy: Adjust shock energy level for semi-auto mode, for both adult and pediatric modes

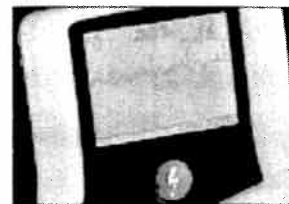
Battery Options

Type: SurePower™ Lithium Ion Rechargeable Battery

Recharge Time: 4 hours for fully depleted battery when charged in the SurePower Charger Station



The AED Pro uses ECG electrodes for patient monitoring and care. An audible and text warnings for a shockable rhythm or low heart rate.



AED Pro LCD provides clear and easily readable information for all levels of rescuers

Operating Time: A fully charged battery pack can deliver 400 shocks at a maximum energy (200 joules) or perform 19 hours of continuous monitoring

Type: Rechargeable, sealed lead acid

Recharge Time: 4 hours or less with a ZOLL Power-Charger 4x4 or 1x1 Battery Charger

Operating Time: For a new, fully charged battery pack at 20° C, 170 defibrillator discharges at maximum energy or 6 hours continuous ECG monitoring

Type: Sealed, disposable lithium manganese

Operating Time: 300 defibrillator charges at maximum energy or 13 hours continuous ECG monitoring

General

Size: 3 in (7.6 cm) x 9.2 in (23.5 cm) x 9.4 in (23.9 cm) deep

Weight: < 5.5 lbs. with disposable battery and electrodes (2.9 kg). Design Standards: Meets or exceeds AAMI DF-80, EN 60601-1, EN 60601-1-2

Patient Safety: All patient connections are electrically isolated

Environmental

Operating Temperature: 0° C to 50° C

Storage and Shipping Temperature: -30° C to 70° C

Humidity: 10% to 95% relative humidity, non-condensing

Vibration: MIL Std. 883C, Minimum Helicopter Test

Shock: IEC 68-2-27, 100G

Drop Test: 1.5m per IEC 68-2-32

Material/Water Ingress: IEC 60529, IP55

Electromagnetic Compatibility (EMC): CISPR, 11 Class B Radiated and Conducted Emissions

Electromagnetic Immunity: AAMI DF-80, IEC 60601

Electrostatic Discharge: IEC 61000-4-2

Conducted Susceptibility: IEC 61000-4-6

Options: Vinyl foam-Molded Carry Case for added protection, external IrDA port, wall sign



CE 0197

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Exactly what you said you needed. A tough defibrillator with advanced, rugged design.

It's time you had equipment designed for the pounding rain, searing heat, and freezing cold. For drops and tumbles, splashes and stains. For dirt and mud. For use in fast-moving rigs while dodging traffic on busy streets. ZOLL® has built a radically new defibrillator with you – and your world – in mind. The AED Pro®. Because in your line of work, you have enough to worry about. And you shouldn't have to worry about your equipment. Ever.

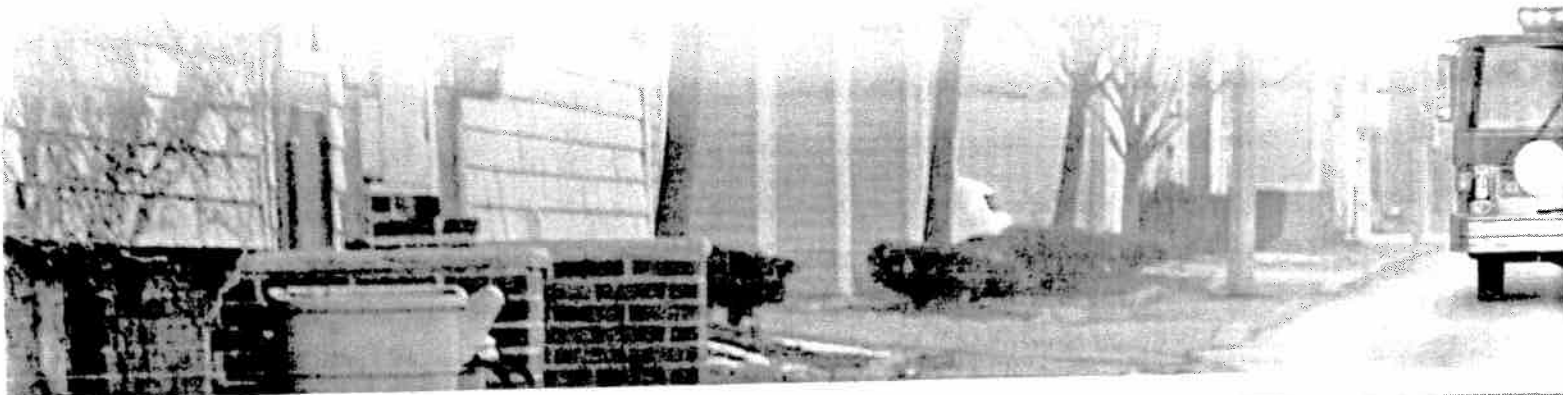


We Don't Recommend Running Over It, But You Could

Superior construction, with an outer housing made from a polycarbonate siloxane resin (the same material football helmets are made of), and an incredibly durable overmold made from thermo plastic urethane, provides unequalled protection. Unlike other AEDs, the AED Pro has an IP55 rating for water resistance to high-pressure water jets, and passes a 1.5 meter drop test.

No other defibrillator can withstand this kind of abuse.

Three-lead cable allows basic monitoring using ECG electrodes.



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Measuring Chest Compression with Real CPR Help

Failure to adequately compress a victim's chest is a common error during CPR.¹⁻³ The force required to properly compress a victim's chest 1 1/2 - 2 inches varies depending on the patient's build and anatomy. Until now, only force and pressure sensors have been available. Real CPR Help technology in ZOLL's **CPR-D•padz** includes a hand-placement locator, an accelerometer, electronics, and a sophisticated processing algorithm. This technology accurately measures chest compressions and converts the motion of the accelerometer over time into distance moved. Only Real CPR Help can help an infrequent rescuer correct and improve compressions in real-time as CPR is performed during the rescue.

One Electrode Size Fits All

Our one-piece electrode design accounts for anatomical variations in the patient population. The design of ZOLL's **CPR-D•padz** is based on extensive human anthropometric data and studies designed to accommodate the wide range of patient sizes and shapes, to ensure that this one-piece electrode meets the needs of emergency AED use. The design developed for the **CPR-D•padz** meets the anthropometric characteristics of 99% of human chest anatomy. A special feature lets the rescuer separate the apex (lower) electrode to cover the other 1% of the population whose anatomical variations require special adaptation.

Simplified Electrode Placement

Simplifying electrode placement is critical to widespread use of AEDs. Labeling helps but is often overlooked or discarded in an emergency that is sudden and unanticipated. The infrequent rescuer is easily confused when looking at a victim as to "left," "right," "up," and "down." Two separate electrodes cause concern over incorrect placement and technical complications if electrodes stick together before being placed correctly on the patient. The unique one-piece design of ZOLL's **CPR-D•padz** addresses these problems by orienting the design to the head while using the easily remembered CPR landmark (the sternum) as the key placement cue. The backing of the electrode is then removed by a simple pull after positioning. Because this is the same placement taught for CPR hand position, AED users benefit from having to remember only one easy landmark for both interventions.

Five-Year Shelf Life

Infrequently used AEDs need electrodes that do not require frequent replacement. Most AED electrodes will expire before they are used. Corrosion of the electrode element due to long-term contact with ionic gel is the main limitation of electrode shelf life. ZOLL's **CPR-D•padz** protect the electrode elements with a novel design that sacrifices a non-critical element in the electrode to control the corrosion process and allow an unmatched five-year AED electrode life. ZOLL's **CPR-D•padz** reduce electrode replacement costs, facilitate AED readiness and maintenance, and decrease the probability of an AED's failure due to electrode expiration.

Specifications

DEFIBRILLATOR

Waveform: Rectilinear Biphasic
Defibrillator Charge Hold Time: 30 seconds
Energy Selection: Automatic pre-programmed selection (Adult Mode: 120J, 150J, 200J; Pediatric Mode: 50J, 70J, 85J)
Patient Safety: All patient connections are electrically isolated
Charge Time: Less than 10 seconds with new batteries
Electrodes: ZOLL **CPR-D•padz**, **pedi•padz** II or **stat•padz** II
Built-in Defibrillator Self Test: Included
CPR Metronome Rate: Variable 60 to 100 CPM
Depth: 3/4" to 3", 1.9 to 7.6 cm
Defibrillation Advisory: Evaluates electrode connection and patient ECG to determine if defibrillation is required
Shockable Rhythms: Ventricular fibrillation with average amplitude >100 microvolts and wide complex ventricular tachycardia with rates greater than 100 BPM for adults, 200 BPM for pediatrics. For ECG Analysis Algorithm sensitivity and specificity, refer to AED Plus Administrator's Guide
Patient Impedance Measurement Range: 0 to 300 ohms
Defibrillator Protected ECG Circuitry
Display Format: Optional LCD with Moving Bar
Size: 2.6" x 1.3" x 6.6 cm x 3.3 cm

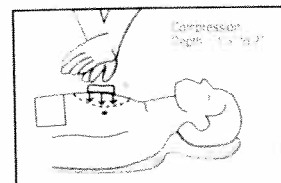
Display Sweep Speed: 25 mm/sec, 1"/sec
Battery Capacity: Typical new (20°C) = stand-by life with batteries installed: 5 years (300 ±5 continuous shocks 250 ±5 shocks before "change battery" indicator and 50 ±5 shocks after "change battery" indicator) or 13 hours of continuous monitoring time
PC Minimum Requirements for Configuration and Patient Data Recovery: Windows® 98, Windows® 2000, Windows® NT, Windows® XP, IBM compatible PC with 16550 UART (or higher) computer, 64MB RAM, VGA monitor or better, CD-ROM drive, KBA port, 20MB disk space

DEVICE

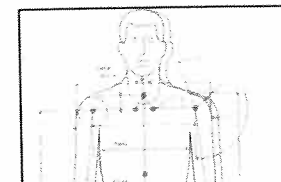
Size: 1H x W x D: 5.25" x 9.50" x 11.50"
13.3 cm x 24.1 cm x 29.2 cm
Weight: 6.7 lbs., 3.1 kg
Power: User Replaceable Batteries: 10, Type 123A Photo Flash Lithium manganese dioxide batteries
Device Classification: Class II and internally powered per EN60601-1
Design Standards: Meets applicable requirements of UL 2601, AAMI DF 39, IEC 601-2-4, EN60601-1, EN60601-1-2

ENVIRONMENT

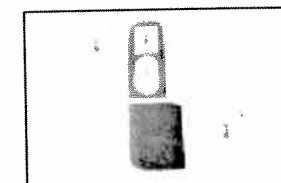
Operating temperature: 32° to 122°F, 0° to 50°C
Storage temperature: 22° to 158°F, -30° to 60°C



Real CPR Help provides unique assistance to rescuers with real time feedback on CPR compression depth and rate.



ZOLL's one-piece **CPR-D•padz** is designed to fit 99% of the population's chest anatomy.



CPR-D•padz offer clear anatomical placement illustrations and a CPR hand positioning landmark.



CPR-D•padz come complete with resuscitation essentials including a barrier mask, a razor, scissors, disposable gloves, and a towelette.

Humidity: 10 to 95% relative humidity, non-condensing
Vibration: MIL Std 810F, Min. Helicopter Test
Shock: IEC 68-2 27, 100G
Altitude: 300 to 15,000 ft., 91m to 4573m
Particle and Water Ingress: IP 55

CPR-D•padz

Shelf Life: 5 years
Conductive Gel: Polymer Hydrogel
Conductive Element: Tin
Packaging: Multilayer foil laminate pouch
Impedance Class: Low
Cable Length: 43 in (11.1 m)
Stimulum Length: 6.1 in (15.5 cm), Width: 5.0 in (12.7 cm)
Length conductive gel: 3.5 in (8.9 cm), Width conductive gel: 3.5 in (8.9 cm), Area conductive gel: 12.3 sq in (79.0 sq cm)
Apex Length: 6.1 in (15.5 cm), Width: 5.6 in (14.1 cm), Length conductive gel: 3.5 in (8.9 cm), Width conductive gel: 3.5 in (8.9 cm), Area conductive gel: 12.3 sq in (79.0 sq cm)
Complete assembly: Folded length: 7.6 in (19.4 cm), Unfolded length: 17.0 in (43.0 cm), Folded height: 1.5 in (3.8 cm)
Design Standards: Meets applicable requirements of ANSI/AAMI/ISO DF 39:1993

Mayer DK, Dierker R, Guly IM, Taylor SE, Bray C. Cardiopulmonary resuscitation skills utilization in family members of cardiac patients. *American Journal of Emergency Medicine*. 1998;9:503.
Klein KB, Hwang RW, Berg RA, Ewy DA. Efficacy of chest compressions using BLS CPR in the presence of an included airway. *Resuscitation*. 1998;35:179-188.
Hendley AJ, Hendley JA. The relationship between rate of chest compressions and compression relaxation ratio. *Resuscitation*. 1995;30:237-241.
Mayer DK, Guly IM, Taylor SE, Bray C. Cardiopulmonary resuscitation skills utilization in family members of cardiac patients. *American Journal of Emergency Medicine*. 1998;9:503.
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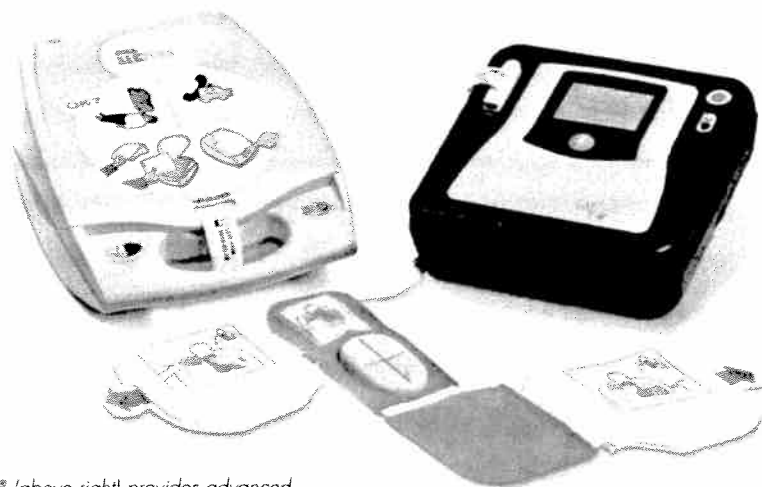
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AED Pro® (above right) provides advanced
capabilities for BLS and ALS users, including
EKG monitoring and manual defibrillation.

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With more than 25 years of experience in
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solutions. ZOLL develops technologies to help
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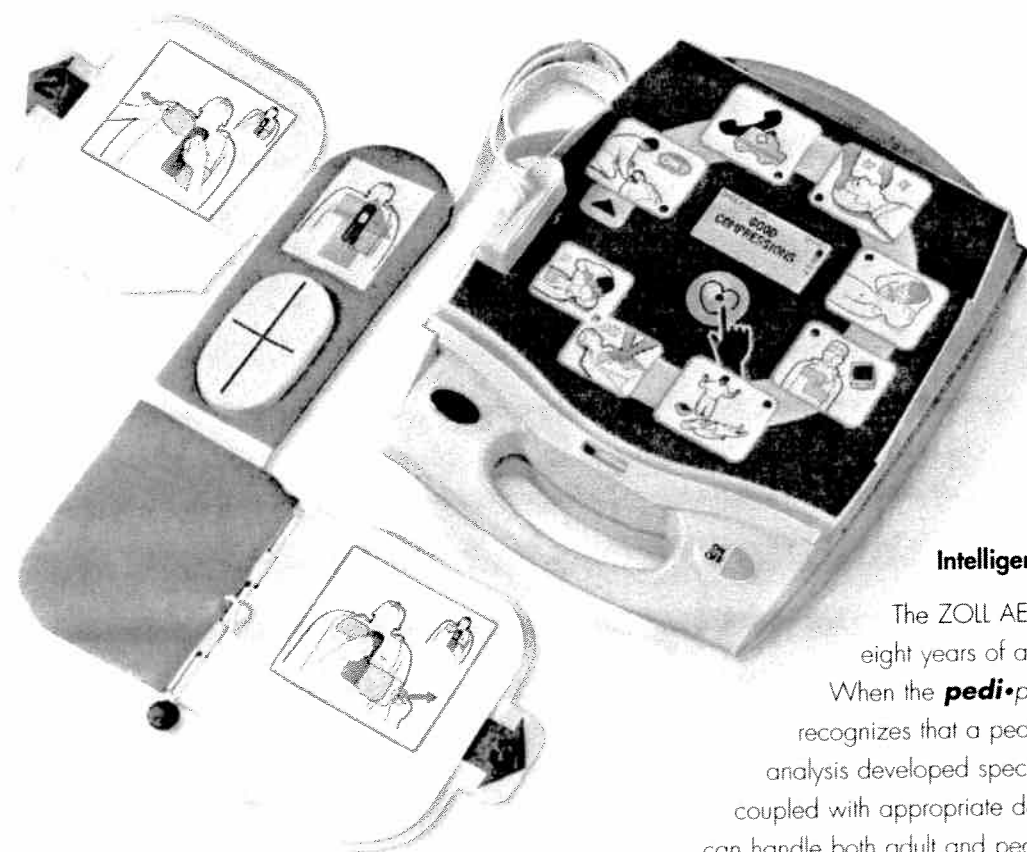
Real CPR Help for Infrequent Rescuers When They Need it Most

A Complete Road Map for Resuscitation

A picture is worth a thousand words. The AED Plus' unique graphical interface – pictures combined with text displays and voice prompts – helps rescuers every step of the way. Lights on the pictures draw the rescuer's attention to actions in the proper sequence. Text and voice prompts correspond to the pictures and help the rescuer perform every important life-saving action. These pictures and prompts assure that everything is done in order, and that shocks, if required, are delivered rapidly.

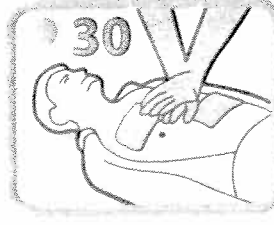
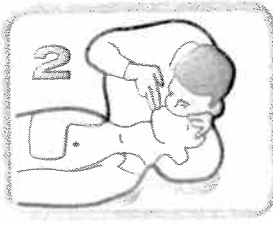
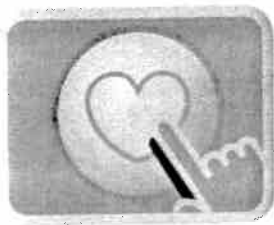
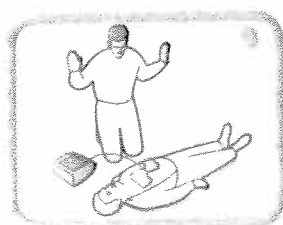
One Electrode is Easier than Two

Ordinary AEDs require that the rescuer use two confusing electrodes. ZOLL's Full-Rescue AED features **CPR-D•padz™**, a one-piece, pre-connected pair of electrodes with Real CPR Help. By using CPR hand placement as the landmark, it is easy to place the **CPR-D•padz** on the victim quickly. The **CPR-D•padz** also last five years – the longest shelf life of any electrodes sold today.



Intelligent Pediatric Capability

The ZOLL AED Plus can defibrillate children up to eight years of age, using the **pedi•padz® II** electrodes. When the **pedi•padz II** are connected, the AED Plus recognizes that a pediatric rescue is in progress. With ECG analysis developed specifically for a pediatric heart rate, coupled with appropriate defibrillation energy levels, the AED Plus can handle both adult and pediatric rescues.



Lifesaving Technology

The patented load-distributing LifeBand squeezes a wide area of the chest, spreading out the force of the compressions and helping to maximize blood flow. In contrast, manual CPR and piston-driven devices concentrate the force on a very small surface area. The LifeBand also allows full decompression for maximum coronary perfusion.

Simple and Smart

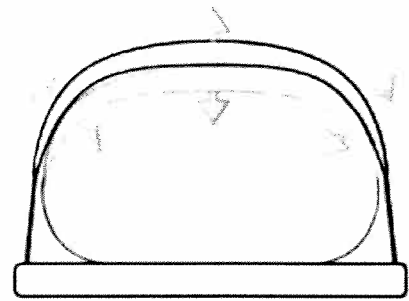
Deploying the AutoPulse takes only seconds by properly trained professionals. The AutoPulse automatically determines the size, shape, and resistance of each individual, then adjusts the force required to result in a true 20% anterior-posterior displacement.

Integrated Data Management

After resuscitation, AutoPulse data can be easily uploaded to ZOLL's RescueNet® Code Review and seamlessly integrated with defibrillator and other critical event data to provide the most comprehensive pre-hospital patient record possible.

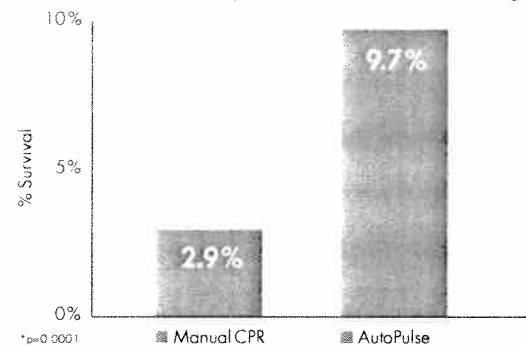
Clinical Studies

A number of studies document the impact of AutoPulse on clinical outcomes, the efficacy of AutoPulse, including its ability to triple survival rates to hospital discharge.¹



Load-distributing band (LDB) technology⁵

AutoPulse Tripled Survival to Discharge¹



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