

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**FROM:** FIRE

**SUBMITTAL DATE:**  
January 20, 2011

**SUBJECT:** Standardization and Sole Source Purchase for Proprietary E-Series, Advance Life Support (ALS) Cardiac Monitor/Defibrillators, accessories, preventative maintenance and service from ZOLL Medical Corporation.

**RECOMMENDED MOTION:** Move that the Board of Supervisors:

1. Approve the Standardization of the ZOLL, E-Series ALS Cardiac Monitor/Defibrillator to support Fire's (ALS) Advanced Life Support delivery program for total of five (5) years; and
2. Approve and execute one year agreement with ZOLL Medical Corporation of E-Series defibrillator(s), accessories, preventative maintenance and service estimated to be \$400,000 annually without seeking competitive bids, which includes an option to renew the agreement for four (4) additional one (1) year periods, and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to exercise the renewal option, based on availability of fiscal funding, and to sign amendments to the compensation provision that do not exceed the annual CPI rates.

**BACKGROUND:**

(continued of Page 2)

Glenn Patterson, Deputy Chief of Admin for  
John R. Hawkins, County Fire Chief

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 400,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 96,000	Budget Adjustment:	No
	Annual Net County Cost:	\$ 96,000	For Fiscal Year:	10/11

<b>SOURCE OF FUNDS:</b> General Funds 24%, Structural Fire Taxes 32%, Contract Revenue 44%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

**C.E.O. RECOMMENDATION:**

APPROVE

BY: Robert Tremaine  
Robert Tremaine

**County Executive Office Signature**

- Policy
- Policy
- Consent
- Consent

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley  
Nays: None  
Absent: None  
Date: February 1, 2011  
xc: Fire, Purchasing

Kecia Harper-Ihem  
Clerk of the Board  
By:   
Deputy

JAN 20 2011 10:50

**Prev. Agn. Ref.:** | **District:** All | **Agenda Number:**

**3.7**

ATTACHMENTS FILED WITH  
THE CLERK OF THE BOARD

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE: 1/20/11  
Purchasing: Billy Cornett, Purchasing Manager  
Departmental Concurrence

Dept's Recomm.:  
Per Exec. Ofc.:

RE: Standardization and Sole Source Purchase of Proprietary E-Series (ALS) Cardiac Monitor/Defibrillators from ZOLL Medical Corporation.

Date January 20, 2011

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### **BACKGROUND:**

In February 2001 the County Fire Department opened its first Medic Engine Company to provide Advanced Life Support paramedic service. Prior to the development and implementation of the program an evaluation was made in the Cove Communities (which comprise the cities of Palm Desert, Rancho Mirage, and Indian Wells) which at that time and now still operate their paramedic transport ambulances under contract with the County Fire Department. The ZOLL PD1400 cardiac monitor/defibrillator was the model utilized by the Cove Community's at the time of the evaluation which helped Fire to develop written specifications and complete a formal bid process in 2001.

After approximately four (4) years of attempting to support two (2) different cardiac monitor systems and the training required for each device; and due to the United States Food and Drug Administration (FDA) recalls of the MRL units which spanned from 2002 through 2006 Fire started looking at the potential cost savings associated by supporting only one cardiac monitoring defibrillator system.

In September of 2005, County Fire in conjunction with Purchasing and Fleet Services was able to establish a contract with ZOLL Medical Corporation from an existing contract #804191-0 with this vendor and the City of San Diego on their formal bid #4802-02R which has now expired. Inquiry's were made to the City of San Diego and Orange County Fire Authority in an attempt to utilize their contracts for ZOLL cardiac monitor/defibrillators; however San Diego's contract has expired and Orange County Fire Authority did not competitively bid.

It was determined by Fire Purchasing and Fire Emergency Medical Service Bureau that cost saving could be realized by moving towards a countywide standardization. Evaluation of training, maintenance, cost savings, and recalls from the FDA were all considerations of migrating to a single manufacture.

### **PRICE REASONALBENESS:**

The fire department received three quotes from the major suppliers of defibrillator equipment. The results below are vendor's base price for units:

<b>Vendor Name</b>	<b>List Price</b>	<b>Discount</b>	<b>County Price</b>
ZOLL Medical Corporation	\$22,175.00	33%	\$14,857.25
Phillips Healthcare	\$25,626.00	37%	\$16,144.38
Physio Control	\$31,904.00	20%	\$25,596.20

The Riverside County Fire Department and its contracted cities currently have approximately (123) ZOLL defibrillators utilized by the Paramedic Program, a quantity of (61) which are owned by the County. The remaining (62) units are owned by contract cities within the County.

The life expectancy of the defibrillator unit(s) manufacture suggested range from five to seven years. In the current fleet of County and contract City equipment approximately 13% are due for replacement within the next two fiscal years.

RE: Standardization and Sole Source Purchase of Proprietary E-Series (ALS) Cardiac Monitor/Defibrillators from ZOLL Medical Corporation.

Date January 20, 2011

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The standardization and sole source agreement request with ZOLL Medical will benefit the County because current inventory life expectancy is not set to expire for several more years. Fire Purchasing has negotiated a deeper discount for units and supplies from the previous contract 28% discount to the 33% discount listed on attached agreement.

Date: January, 2011

From: John R. Hawkins Department/Agency: FIRE

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Standardization and Sole Source Purchase for Proprietary E-Series, Advance Life Support (ALS) Cardiac Monitor/Defibrillators, accessories, preventative maintenance and service utilized by Fire Paramedic Program from ZOLL Medical Corporation.

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

**Supply/Service being requested:**

The standardization of proprietary Cardiac Monitor/Defibrillators, E-Series model equipment, accessories, preventative maintenance and service from ZOLL Medical Corporation

**Supplier being requested:**

ZOLL Medical Corporation  
Worldwide Headquarters  
269 Mill Rd.  
Chelmsford, Massachusetts 01824-4015  
(978) 421-9655 main  
(800) 348-9011  
(978) 421-0015 fax  
Federal ID# 04-2711626

**Alternative suppliers that can or might be able to provide supply/service:**

None, the Cardiac Monitor Defibrillators are a proprietary item of ZOLL Medical Corporation. Utilizing a source other than ZOLL for supplies, accessories, and services will void all product warranties.

**Extent of market search conducted:**

Fire-Purchasing contacted ZOLL Medical Corporation, Phillips Medical and Medtronic vendors who manufacture and distribute cardiac monitor defibrillators for information on their product(s). The information requested included but not limited to the following; unit pricing of monitor/defibrillator and accessories, quantity discount pricing, warranty and extended warranty information with pricing, trade-in program with value, maintenance service, preventative maintenance program listing cost, training, FDA

recalls if any and actions implemented to correct along with any information on any existing State of California, cities or local government contracts.

All information provided by the vendors listed above was reviewed and evaluated. Fire's conclusions, to seek standardization of current existing model utilized and establish an agreement with proprietary vendor for product, accessories, and preventative maintenance service for a total of five year(s) renewable in one year increments.

**Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:**

Advanced Life Support (ALS) cardiac monitor defibrillators are utilized by Fire-Paramedics on medical emergency calls to help monitor patient cardiac rhythms, provide external cardiac pacing, measure pulse oxygen saturation and end tidal carbon dioxide levels and provide cardiac defibrillation in the event of cardiac arrest. The Zoll E Series platform is interchangeable and upgradable with improvements in technologies and changes in medical advancement. This ALS equipment is a mandatory tool necessary for the Fire-Paramedic to perform their specific medical tasks and procedures and is tantamount to save lives of the citizens of Riverside County.

**Reasons why my department requires these unique features and what benefit will accrue to the county:**

The Riverside County Fire Department currently operates approximately one hundred and twenty-two (122) E-Series ZOLL Medical monitor defibrillators that are utilized within the County of Riverside. Approximately sixty one (61) units are County owned with the remaining asset inventory being owned by contract cities. The monitor defibrillators are utilized by the Paramedic Firefighters on every Paramedic unit within the department. All fire safety personnel are trained in the use of the E-Series model defibrillators and the device is a uniform standard within the department. The interoperability of this standard allows personnel to cover any fire station within the departments' regionalized fire protection system without additional training or significant infrastructure support since all fire stations operate the same make and model defibrillator. Standardization of one make and model of defibrillator helps to minimize risk by decreasing operating errors inherent with having dissimilar equipment. This is important from a risk management perspective in reducing the department's liability.

**Price Reasonableness:**

The fire department received three quotes from the major suppliers of defibrillator equipment. The results below are vendor's base price for units:

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**Does moving forward on this product or service further obligate the county to future similar contractual arrangements?**

Yes, in addition to the standardization request a contract is to be established for product, accessories, and preventative maintenance service for (5) five years renewable in (1) one year increments.

**Period of Performance:**


Five year renewable in one year increments; starting February 1, 2011.

**Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.**

  
\_\_\_\_\_  
Department Head Signature 1/20/2011  
Date

Purchasing Department Comments:

Approve       Approve with Condition/s       Disapprove

  
\_\_\_\_\_  
Purchasing Agent 1/20/2011  
Date

## ZOLL E Series® / M Series® Accessories

		List Price	Riverside County
9650-0073	M Series In-service Video - VHS	\$27	\$18.09
9650-0063	M Series Parameters In-service Video - VHS	\$27	\$18.09
9650-0260-01	CPR Train the Trainer Manual	\$10	\$6.70

### Training Materials

8000-0663-01	<b>M Series Training Resource Kit</b> - 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	\$713.55
9650-0217-01	<b>Site Coordinator Resource Kit</b> - 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	\$23.45
9650-1000-01	<b>Pocket Reference Guide</b> - Pocket-sized trifold guide to basic operation and vital sign characteristics of the M Series (25 each per pack)	\$15	\$10.05
9652-0605-01	<b>12 Lead Pocket Reference Cards</b> - Pocket-sized guide for 12-lead Electrode Placement (pack of 25)	\$19.95	\$13.37
9650-0605-01	<b>Pre-Hospital 12-lead ECG Manual</b> - 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	\$20.07
8000-1610	Training Cable	\$55	\$36.85
8900-5005	Training Electrodes (6 sets/case)	\$80	\$53.60

## CCT ONLY Accessories:

### Invasive Blood Pressure Accessories (CCT only)

8000-0664-02	Transducer interface cable - Abbott	\$160	\$107.20
8000-0665	Transducer interface cable - Baxter/Edwards	\$160	\$107.20
8000-0685	Transducer interface cable - Utah Medical	\$160	\$107.20
8000-0678	Philips/Agilent/HP monitor to M Series CCT Adapter cable	\$255	\$170.85
8000-0679	GE/Marquette monitor to M Series CCT Adapter cable	\$255	\$170.85
8000-0666	Deltran IV (Utah Medical) IBP transducers (Box of 25)	\$375	\$251.25

### Temperature Accessories (CCT only)

8000-0668	YSI reusable adult Esophageal/Rectal Temperature probe	\$55	\$36.85
8000-0670	YSI reusable adult Skin Temperature probe	\$75	\$50.25
8000-0671	YSI reusable pediatric Skin Temperature probe	\$75	\$50.25
8000-0669	YSI reusable pediatric Esophageal Rectal probe	\$75	\$50.25
8000-0672	YSI single use adult Esophageal Rectal probe	\$75	\$50.25
8000-0673	YSI single use adult Skin Temperature probe	\$75	\$50.25
8000-0674	Disposable Temperature Sensor Adapter Cable	\$55	\$36.85
8000-0675	2 - Channel Y-Adaptor	\$55	\$36.85
8000-0900	Bed hook accessories compatible with M Series CCT, M Series with XL Battery, and XL Battery Upgrade for M Series	\$27	\$18.09

### NIBP Accessories (CCT only)

8000-0640	Neonatal Disposable Cuffs Size 1 (3.0-6.0 cm) 10 per Box	\$90	\$60.30
8000-0641	Neonatal Disposable Cuffs Size 2 (4.0-8.0 cm) 10 per Box	\$95	\$63.65
8000-0642	Neonatal Disposable Cuffs Size 3 (6.0-11.0 cm) 10 per Box	\$100	\$67.00
8000-0643	Neonatal Disposable Cuffs Size 4 (7.0-13.0 cm) 10 per Box	\$105	\$70.35
8000-0644	Neonatal Disposable Cuffs Size 5 (8.0-15.0 cm) 10 per Box	\$110	\$73.70

## Battery Support

List Price  
Riverside  
County

### 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	\$93.80
8019-0535-01	SurePower™ Rechargeable Lithium Ion Battery Pack <ul style="list-style-type: none"><li>▪ 5.8 Ah Capacity</li><li>▪ High density lithium ion chemistry</li><li>▪ RunTime™ Indicator</li><li>▪ Automatic calibration ready</li><li>▪ Stores history of use and maintenance</li></ul>	\$475	\$318.25
8000-0052	1200/900 Battery	\$135	\$90.45
8004-0103-01	Smart Battery Complete 1400/2000/1600/1700/Mseries/AED Pro	\$210	\$140.70
8004-0104-01	Smart Ready Battery	\$160	\$107.20
7777-0103-01	Smart Ready Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$53.60
7776-0103-01	Smart Battery Reconditioning Kit (includes Smart Ready Battery and indicator label)	\$165	\$110.55
8204-0103-01	Smart Battery Complete (option for replacement of standard battery when ordering new equipment)	\$55	\$36.85
8000-0687-01	XL Smart Ready Battery Complete	\$320	\$214.40
8000-0690-01	XL Smart Ready Battery Complete, 3 Pack	\$845	\$566.15
8000-0500-01	XL Smart Ready Battery	\$265	\$177.55
8000-0686-01	XL Smart Ready Battery, Package of three (3)	\$635	\$425.45
7777-0203-01	XL Smart Ready Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$53.60

■ *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 <ul style="list-style-type: none"><li>▪ 4 Charging bays</li><li>▪ Multiple chemistry compatible</li><li>▪ 200 watt capacity</li><li>▪ Graphic driven user interface</li><li>▪ RS-232 communication port</li></ul>	\$2,275	\$1,524.25
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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	\$10.72
8050-0032-01	SurePower Charger Battery Well Spacer	\$20	\$13.40
1004-0151-01	Power Charger Clips (2) with Instructions and Label	\$27	\$18.09
8000-0090	Replacement Power Cord for Base PowerCharger 4x4 or 1x1	\$60	\$40.20
8000-0100	Replacement Power Cord for Base Station Charger	\$60	\$40.20

### Manuals/Videos

9650-0536-01	SurePower Battery Instructions	\$27	\$18.09
9650-0043	PowerCharger Operator's Manual	\$27	\$18.09
9650-0074	PowerCharger Service Manual	\$14	\$9.38
9650-0060	PD-4420 Battery Support System Operator's Manual	\$11	\$7.37
9650-0049	PD-4420C Battery Support System Service Manual	\$53	\$35.51
9650-0054	Base PowerCharger 4x4, Operator's Manual	\$27	\$18.09
9650-0072	Base PowerCharger 4x4, Service Manual	\$52	\$34.84
9650-0019	Battery Management Program Guide	\$37	\$24.79
9650-0221-01	XL Battery Operator's Manual	\$11	\$7.37

### Upgrades

7777-0138	E Series Bluetooth Upgrade - For E Series units <u>without</u> integrated Bluetooth	\$1,795	\$1,200.00
7777-0390	E Series SpCO Upgrade (units with blue SpO2 connector)	\$4,995	\$3,200.00
7777-0125	NIBP (must have SPO2)	\$5,000	\$3,200.00



## ZOLL Electrodes

		Quantity	Shelf-life	List Price	Riverside County
<b><u>stat•padz</u></b> <b><u>Optimized for Emergency Resuscitation</u></b>					
8900-4003	<b>stat•padz</b> HVP Multi-Function Electrodes	12 pair/case	24 months	\$479.00	\$320.93
8900-4004	<b>stat•padz</b> HVP Multi-Function Electrodes	1 pair	24 months	\$55.00	\$36.85
8900-0802-01	<b>stat•padz II</b> HVP Multi-Function Electrodes	12 pair/case	24 months	\$499.00	\$334.33
8900-0801-01	<b>stat•padz II</b> HVP Multi-Function Electrodes	1 pair	24 months	\$59.00	\$39.53
8900-0400	<b>CPR stat•padz</b> HVP Multi-Function CPR Electrodes	8 pair/case	24 months	\$560.00	\$375.20
8900-0402	<b>CPR stat•padz</b> HVP Multi-Function CPR Electrodes	1 pair	24 months	\$75.00	\$50.25
<b><u>pro•padz</u></b> <b><u>Optimized for Elective and Special Procedures</u></b>					
8900-2100-01	<b>pro•padz</b> Cardiology Specialty LVP Multi-Function	12 pairs/case	18 months	\$479.00	\$320.93
8900-2101-01	<b>pro•padz</b> Cardiology Specialty LVP Multi-Function	1 pair	18 months	\$55.00	\$36.85
8900-2303-01	<b>pro•padz</b> Biphasic Multi-Function Electrodes	12 pairs/case	9 months	\$479.00	\$320.93
8900-2302-01	<b>pro•padz</b> Biphasic Multi-Function Electrodes	1 pair	9 months	\$55.00	\$36.85
8900-4005	<b>pro•padz</b> Solid Gel Radiolucent Multi-Function Electrodes	12 pairs/case	12 months	\$695.00	\$465.65
8900-4006	<b>pro•padz</b> Solid Gel Radiolucent Multi-Function Electrodes	1 pair	12 months	\$65.00	\$43.55
8900-2105-01	<b>pro•padz</b> LiquidGel Radiolucent Multi-Function Electrodes	12 pairs/case	12 months	\$695.00	\$465.65
8900-2106-01	<b>pro•padz</b> LiquidGel Radiolucent Multi-Function Electrodes	1 pair	12 months	\$65.00	\$43.55
8900-4012	<b>pro•padz</b> Sterile Multi-Function Electrodes with 54-inch lead wires	6 pairs/case	9 months	\$285.00	\$190.95
8900-4013	<b>pro•padz</b> Sterile Multi-Function Electrodes with 54-inch lead wires	1 pair	9 months	\$55.00	\$36.85
8900-4052-40	<b>pro•padz</b> Sterile Multi-Function Electrodes with 10-foot lead wires	6 pairs/case	12 months	\$405.00	\$271.35
8900-4055-40	<b>pro•padz</b> Sterile Multi-Function Electrodes with 10-foot lead wires	1 pair	12 months	\$75.00	\$50.25
8900-1055	<b>pro•padz</b> Pacing Only Adult Electrodes	12 pairs/case	12 months	\$700.00	\$469.00
8900-1051	<b>pro•padz</b> Pacing Only Adult Electrodes	1 pair	12 months	\$75.00	\$50.25
<b><u>pedi•padz</u></b> <b><u>For Pediatrics</u></b>					
8900-2065	<b>pedi•padz</b> Pediatric Multi-Function Electrodes	6 pairs/case	12 months	\$249.00	\$166.83
8900-2061	<b>pedi•padz</b> Pediatric Multi-Function Electrodes	1 pair	12 months	\$60.00	\$40.20
8900-1065	<b>pedi•padz</b> Pacing Only Pediatric Electrodes	6 pairs/case	12 months	\$385.00	\$257.95
8900-1061	<b>pedi•padz</b> Pacing Only Pediatric Electrodes	1 pair	12 months	\$80.00	\$53.60
8900-3000-01	<b>pedi•padz</b> Solid Gel Multi-Function Electrodes	6 pairs/case	24 months	\$249.00	\$166.83
8900-3001-01	<b>pedi•padz</b> Solid Gel Multi-Function Electrodes	1 pair	24 months	\$60.00	\$40.20
8900-0401	<b>pedi•padz</b> Reduced Energy Electrode	1 pair	24 months	\$110.00	\$73.70

## ZOLL Electrodes

### ECG Monitoring Electrodes

8900-0003	3 ECG electrodes/pouch (600 electrodes)	200 pouches	24 months	\$120.00	\$80.40
8900-0004	4 ECG electrodes/pouch (480 electrodes)	120 pouches	24 months	\$96.00	\$64.32
8900-0005	5 ECG electrodes/pouch (500 electrodes)	100 pouches	24 months	\$100.00	\$67.00
8900-0006	6 ECG electrodes/pouch (600 electrodes)	100 pouches	24 months	\$120.00	\$80.40
8900-1003-01	Pediatric ECG electrodes/3 per pouch (300 electrodes)	100 pouches	24 months	\$60.00	\$40.20

		Quantity	Shelf-life	List Price	Riverside County
8900-1300-01	<b>V•pak</b> Preconnected V Lead Electrodes for 12 Lead (40 Pouches / Case)	40 pouches	15 months	\$340.00	\$227.80
8900-0700	30 pouch rectangle liquid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$80.40
8900-0701	30 pouch round liquid gel ECG electrodes (600 electrodes, 1.5" diameter)	20 pouches	24 months	\$120.00	\$80.40
8900-0702	30 pouch rectangle solid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$80.40
8900-0703	30 pouch round liquid gel ECG electrodes (600 electrodes, 2" diameter)	20 pouches	24 months	\$120.00	\$80.40
8900-0704	30 pouch radiolucent ECG electrodes (300 electrodes, 1.5" diameter)	10 pouches	24 months	\$60.00	\$40.20
8900-0706	30 pouch square liquid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$80.40
8900-0707	30 pouch square solid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$80.40
8900-0708	30 pouch round solid gel ECG electrodes (600 electrodes, 1.5" diameter)	20 pouches	24 months	\$120.00	\$80.40
8900-0709	4 pouch pediatric ECG electrodes (480 electrodes)	120 pouches	24 months	\$96.00	\$64.32
8900-0714	Solid gel, foam ECG electrodes, 4 per pouch, case of 480 electrodes	120 pouches	24 months	\$96.00	\$64.32
8900-0715	Solid gel, foam ECG electrodes, 6 per pouch, case of 600 electrodes	100 pouches	24 months	\$120.00	\$80.40
<b><u>Other</u></b>					
8900-0800-01	<b>CPR•D Padz</b> one piece defibrillation and CPR System	1 pair	60 months	\$169.00	\$111.00
8900-0807-01	<b>CPR•D accessory kit</b> contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch, <b>one each</b>	1 each	None	\$19.00	\$12.73
8900-0808-01	<b>CPR•D accessory kit</b> contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch, <b>one case</b>	50 each	None	\$800.00	\$536.00
8900-0810-01	<b>Pedi•padz II</b> Pediatric Multi-Function Electrodes for AED Plus	1 pair	24 months	\$95.00	\$51.45
8900-0190	Training CPR <b>stat•padz</b> . Includes one training cable with CPR sensor, Y connector for simulator connection, and one pair of replacement training electrodes.	1 pair		\$89.00	\$59.63
8900-0195	Replacement Training Electrodes (CPR <b>stat•padz case of 8</b> ). Includes 8 pairs (Sternum and Apex pad) of replacement electrodes for training CPR <b>stat•padz</b> .	8 pairs/case		\$79.00	\$52.93
8900-5005	Training Electrodes	6 pairs/case	24 months	\$80.00	\$53.60
8900-0805-01	Training Electrodes <b>stat•padz II</b> , AED Plus	6 pairs/case	24 months	\$129.00	\$86.43
8900-0804-01	<b>CPR-D•padz Training Electrodes (TO BE USED WITH TRAINER ONLY)--</b> 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.)	1 pair	12 months	\$90	\$60.30
8900-0803-01	Replacement Adhesive gels for <b>CPR-D•padz</b> - Training Electrode replacements, <b>5 pair</b> .	5 pairs/case	12 months	\$31	\$20.77

**EXTENDED WARRANTY AND PREVENTIVE MAINTENANCE  
PART NUMBERS AND PRICING AT TIME OF EQUIPMENT SALE**

<b>PART NUMBER</b>	<b>PRICE</b>	<b>DESCRIPTION</b>
<b>DEFIBRILLATOR EXTENDED WARRANTY</b>		
8778-0123	\$630.00	6 MONTH EXTENDED WARRANTY
8778-0104	\$990.00	1 YR. EXTENDED WARRANTY
8778-0105	\$1,875.00	2 YR. EXTENDED WARRANTY
8778-0106	\$2,730.00	3 YR. EXTENDED WARRANTY
8778-0107	\$3,550.00	4 YR. EXTENDED WARRANTY
8778-0121	\$4,290.00	5 YR. EXTENDED WARRANTY
<b>PREVENTIVE MAINTENANCE</b>		
8778-0114	\$215.00	1 YEAR, 1 PREVENTIVE MAINTENANCE
8778-1222	\$430.00	1 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0115	\$460.00	2 YEAR, 1 PREVENTIVE MAINTENANCE
8778-2222	\$900.00	2 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0116	\$690.00	3 YEAR, 1 PREVENTIVE MAINTENANCE
8778-3222	\$1,350.00	3 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0117	\$920.00	4 YEAR, 1 PREVENTIVE MAINTENANCE
8778-4222	\$1,800.00	4 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0119	\$1,150.00	5 YEAR, 1 PREVENTIVE MAINTENANCE
8778-5222	\$2,250.00	5 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0122	\$1,380.00	6 YEAR, 1 PREVENTIVE MAINTENANCE
8778-6222	\$2,700.00	6 YEAR, 2 PREVENTIVE MAINTENANCE

**EXTENDED WARRANTY AND PREVENTIVE MAINTENANCE  
PART NUMBERS AND PRICING AFTER EQUIPMENT SALE**

<b>PART NUMBER</b>	<b>SERVICE PRICE LIST</b>	<b>DESCRIPTION</b>
<b>DEFIBRILLATOR EXTENDED WARRANTY</b>		
8889-0001	\$1,145.00	1 YR. EXTENDED WARRANTY
8889-0002	\$2,060.00	2 YR. EXTENDED WARRANTY
8889-0003	\$3,015.00	3 YR. EXTENDED WARRANTY
8889-0004	\$3,900.00	4 YR. EXTENDED WARRANTY
8889-5000	\$4,680.00	5 YR. EXTENDED WARRANTY
<b>PREVENTIVE MAINTENANCE</b>		
8889-1991	\$230.00	1 YEAR, 1 PREVENTIVE MAINTENANCE
8889-1992	\$450.00	1 YEAR, 2 PREVENTIVE MAINTENANCE
8889-2991	\$460.00	2 YEAR, 1 PREVENTIVE MAINTENANCE
8889-2992	\$900.00	2 YEAR, 2 PREVENTIVE MAINTENANCE
8889-3991	\$690.00	3 YEAR, 1 PREVENTIVE MAINTENANCE
8889-3992	\$1,350.00	3 YEAR, 2 PREVENTIVE MAINTENANCE
8889-4991	\$920.00	4 YEAR, 1 PREVENTIVE MAINTENANCE
8889-4992	\$1,800.00	4 YEAR, 2 PREVENTIVE MAINTENANCE
8889-5991	\$1,150.00	5 YEAR, 1 PREVENTIVE MAINTENANCE
8889-5992	\$2,250.00	5 YEAR, 2 PREVENTIVE MAINTENANCE
8889-6991	\$1,380.00	6 YEAR, 1 PREVENTIVE MAINTENANCE
8889-6999	\$2,700.00	6 YEAR, 2 PREVENTIVE MAINTENANCE

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. Destination, Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the Customer.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after receipt of shipment. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after receipt of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the receipt of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect 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 Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (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 Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION 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.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the State of California without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments without in any way effecting its right under such order. If, despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

### 18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

**VETERAN'S EMPLOYMENT** - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

**EMPLOYMENT OF HANDICAPPED** - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

**EQUAL OPPORTUNITY EMPLOYMENT** - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the State of California. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

**ZOLL Medical Corporation**

**EXHIBIT B**

**COUNTY OF RIVERSIDE  
GENERAL CONDITIONS**

**GENERAL** - The materials or services set forth in this bid/agreement shall be furnished by bidder/seller subject to all the terms and conditions listed herein which bidder/seller in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

**TERMS - SELLER** - As used in this Article, the word 'Seller' includes Seller and his sub suppliers at any level or tier.

1. **ASSIGNMENT**: Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.

2. **HOLD HARMLESS/INDEMNIFICATION**: Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any negligent or wrongful act or omission of Contractor, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, and resulting in tangible property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to reasonable attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County. Contractor's obligations hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.

2.1 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

2.2 Contractor's indemnification obligations shall also apply to any action or claim regarding actual or alleged U.S. intellectual property infringement related to any material or product provided to County pursuant to this Agreement. In the event of any such action or claim, Contractor shall provide immediate notice to County of the action or claim. Contractor may defend or settle the action or claim as Contractor deems appropriate; however, Contractor shall be required to obtain for County the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms substantially similar to those stated in this Agreement.

3. **COPYRIGHT/PATENT INDEMNITY** - Seller/bidder shall indemnify and hold County, harmless from liability of any nature, including costs and expenses, for or on account any claim of infringement of our U.S. patent as a result of the County's use of any patented or unpatented article, part or component used in the performance of the contract in accordance with Seller's instructions, and shall defend all suits or claims for infringement of any U.S. patent right. Such indemnification shall extend to the furnishing of any parts, components, practices or methods as to which Seller/Bidder has secured indemnification from liability from a third party. The Seller/Bidder shall have been informed as soon as practicable by County of the suit or action alleging such infringement, and

**COUNTY OF RIVERSIDE  
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shall have been given the opportunity as is afforded by applicable laws and regulations to defend such suit, and further, such indemnity shall not apply to a suit or claim which is settled without the consent of Seller/Bidder, unless otherwise required by a court of competent jurisdiction. In addition to the foregoing, Seller/Bidder shall indemnify, defend, save and hold harmless County from any and all loss, damage or liability arising out of or in any manner connected with any actual or alleged infringement, violation or misappropriation of any U.S. copyright, trade secret or intellectual property whatever, in connection with any bid, proposal, service or product of whatsoever kind, nature or sort provided to the County by Seller/Bidder hereunder. County shall promptly notify Seller/Bidder of any such claim, and Seller/Bidder may defend or settle any such claim with counsel of its own choosing, provided, however, that in the event of such a settlement, Seller/Bidder shall obtain a written release of all liability as against County, in form and substance acceptable to County. As a further part of any such settlement Seller/Bidder may, at its own cost and expense, procure the right for County to continue to use such service or product, or to replace or modify them so that they become non-infringing and retain the same function.

**4.0 INSURANCE:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

**4.1 Workers' Compensation:** If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**4.2 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**4.3 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**4.4 Professional Liability Insurance (If applicable):** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**4.5 General Insurance Provisions - All lines:**

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in



**COUNTY OF RIVERSIDE  
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writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance. An individual authorized by the insurance carrier to do so on its behalf shall sign the original Certificate of Insurance.*

d) With respect to negligence of the Contractor, It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

**5. WAIVER OF DEFAULT:** Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.

**6. INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE:** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the Contractor's conformity with the terms of this Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this Agreement, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the County.

**6.1** Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a County representative or other regulatory

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official to monitor, assess or evaluate Contractor's performance under this Agreement at any time upon reasonable notice to Contractor.

**7.0 TERMINATION:** County may terminate this Agreement without cause upon 30 days written notice served upon the Contractor stating the extent and effective date of termination.

**7.1** County may, upon five (5) days written notice, terminate this Agreement for Contractor's default, if Contractor refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not properly cure such failure upon written notice from Contractor after a reasonable cure period. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

**7.2** After receipt of the notice of termination, Contractor shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to County and deliver in the manner as directed by County any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to County.

**7.3** After termination, County shall make payment only for Contractor's performance up to the date of termination in accordance with this Agreement and at the rates set forth in the executed Agreement or proposal accepted by the County.

**7.4** Contractor's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by Contractor; or in the event of Contractor's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, Contractor shall not be entitled to any further compensation under this Agreement, except for services rendered on goods shipped up to the date of termination.

**7.5** The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**8.0 DISPUTES:** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties.

**8.1** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**9.0 ALTERATION OR CHANGES TO THE AGREEMENT:** The Board of Supervisors and the County Purchasing Agent and/or his designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**9.1** Any claim by the Contractor for additional payment related to this Agreement shall be made in writing by the Contractor within 30 days of when the Contractor has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the Contractor. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the Contractor

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GENERAL CONDITIONS**

pursuant to the claim. Nothing in this section shall excuse the Contractor from proceeding with performance of the Agreement even if there has been a change.

**10.0 NON-DISCRIMINATION:** CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**11.0 INDEPENDENT CONTRACTOR:** The Contractor is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Contractor shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that the Contractor in the performance of this Agreement is subject to the control or direction of County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**12.0 SUBCONTRACT FOR WORK OR SERVICES:** No contract shall be made by the Contractor with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the County; but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**13.0 INTEREST OF CONTRACTOR:** Contractor shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The Contractor warrants that it has good title to all materials or products used by Contractor or provided to County pursuant to this Agreement, free from all liens, claims or encumbrances.

**14.0 CONDUCT OF CONTRACTOR:** The Contractor covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance under this Agreement. The Contractor further covenants that no person or subcontractor having any such interest shall be employed or retained by Contractor under this Agreement. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or may be perceived as incompatible with the County's interests.

**14.1** The Contractor shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

**14.2** The Contractor or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

**15.0 DISALLOWANCE:** In the event the Contractor receives payment under this Agreement which is later disallowed by County for nonconformance with the terms of the Agreement, the Contractor shall promptly refund

**COUNTY OF RIVERSIDE  
GENERAL CONDITIONS**

the disallowed amount to the County on request; or at its option the County may offset the amount disallowed from any payment due to the Contractor.

**16.0 GOVERNING LAW/SEVERABILITY:** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**17.0 LICENSING AND PERMITS:** Contractor shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the County. Contractor warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**18.0 OSHA Regulations:** Contractor shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**19.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES:** The County reserves the right to purchase more or less than the quantities specified in this Agreement.

**20.0 PAYMENT EXTRA CHARGES, DRAFTS -** Seller shall be paid upon submission of acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. County will not pay cartage, shipping, packaging, or boxing expenses unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

**21.0 USE BY POLITICAL ENTITIES:** The Contractor agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the Contractor; and County shall in no way be responsible to Contractor for other entities' purchases.

**COUNTY OF RIVERSIDE**  
**GENERAL CONDITIONS - MATERIALS and/or SERVICES**

1. **INTENT** - It is the intent of these specifications to fully describe the materials and/or services required for this procurement.
2. **SPECIFICATIONS** - Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If materials and/or services as bid do not comply with specifications as written, bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder delivering materials and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at his own expense.
3. **QUANTITY** - The County of Riverside reserves the right to purchase more or less than quantities specified.
4. **QUALIFICATIONS** - No bidder shall be acceptable who is not a reputable and an established firm. All services provided pursuant to this specification shall be first class, meet all accepted trade practices and meet the satisfaction of the County of Riverside. No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such materials submitted on this bid.
5. **SAFETY** - All services and materials which the bidder proposed to furnish to the County of Riverside must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government, State of California and local government, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.
6. **PARTIAL SHIPMENTS** - Partial shipments will not be accepted by the County of Riverside unless prior approval has been given by the County prior to such shipments. Each category referenced herein shall be shipped complete.
7. **OBLIGATIONS OF THE BIDDER** - The bidder shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
8. **ENCUMBRANCES** - No materials or services for the work shall be purchased by the bidder subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller. The bidder warrants that he has good title to all materials and services used by him in the work, free from all liens, claims or encumbrances.
9. **SPECIFICATIONS AND DRAWINGS** - Each bidder shall submit with his or her bid a copy of the proposed product specifications, and descriptive matter in sufficient detail to clearly describe the materials and/or service offered.
10. **AGREEMENT** - Unless stated elsewhere in this document each bid will be submitted and received with the understanding that the acceptance by the County of Riverside of the bid to furnish and deliver specified materials/services described herein shall constitute a contract between the successful bidder and the

**COUNTY OF RIVERSIDE**  
**GENERAL CONDITIONS - MATERIALS and/or SERVICES**

County of Riverside which shall bind the successful bidder on his or her part to furnish and deliver at the prices (bid) and in accordance with provisions of this specification.

11. **DELIVERY DELAYS** - In case the delivery of the specified materials/services under this contract are delayed due to strikes, in junctions, government controls, or by reason of any cause or circumstances beyond the control of the bidder, the terms of delivery shall be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the responsible buyer for the County of Riverside,
12. **WORK SHALL BE FIRST QUALITY AND MEET SATISFACTION OF THE COUNTY** - The bidder shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified necessary or proper to perform and complete all the work required by this contract within the time herein specified, in accordance with the provisions of the contract and specifications .

All work provided pursuant to these specifications shall be first class in every respect and shall conform to the manufacturer's stated specifications.

13. **SITE EXAMINATION** - The bidder shall carefully examine the site and shall familiarize himself with all existing conditions, factors and items within, the scope of the work. By the act of signing the bid, the bidder will be deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing his figure to provide a complete and operable system as shown and/or specified

## Purchase Agreement

Effective as of February, 1, 2011 (the "Effective Date"), ZOLL® Medical Corporation, a Massachusetts corporation ("ZOLL"), and Riverside County Fire, CA ("Customer") agree to the following terms and conditions with respect to the purchase of ZOLL products ("Products") as set forth in this agreement.

**Committed Discount:** In consideration for the discount pricing listed in Exhibit A, the Customer agrees to the following discount commitment:

- Customer agrees to commit 100% of its defibrillator business with ZOLL, and work with ZOLL as a sole source supplier for its defibrillator equipment, accessories, and supplies during the contract period of performance. ZOLL shall honor same pricing including discounts to other public agencies as stated in Section 21 of County of Riverside General Conditions.

**Pricing:** No price increases will be permitted during the first year of this Agreement. All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity under similar circumstances and conditions) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas for equipment and parts specified in contract and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors

**Commitment Performance:** Prior to expiration of each fiscal/calendar year during the term of this Agreement, the parties shall meet to review the progress in meeting the applicable commitments listed in this agreement. Failure to meet the commitments listed above may result in pricing changes or the termination of this agreement.

**Payment Terms:** Payment terms shall be Net thirty (30) days after receipt of shipment. If ZOLL provides a prompt payment discount, the County of Riverside may choose to exercise such option.

**Additional Terms:** County of Riverside standard terms and conditions (Exhibit B) shall apply. In the event that the terms and conditions of this Agreement conflict with ZOLL's standard terms and conditions, this County's Agreement shall govern. Any additional or different terms, will be of no effect unless agreed to in writing by both parties.

**Term of Agreement:** This agreement shall be for a period of five (5) years, renewable in one (1) year increments with no commitment by the County of Riverside for any specified purchase or dollar amount during the contract period. Either party may terminate this Agreement by delivering not less than sixty (60) days prior written notice thereof to the other party.

**Warranty:** In addition to the one (1) year warranty provided by ZOLL, the County of Riverside has the option to purchase an extended warranty at anytime during the contract period.

**Trade-in:** ZOLL shall provide a trade-in allowance for defibrillators based on fair market value.

**Batteries:** When Customer purchases a battery replacement, ZOLL will take back the old battery and dispose of it under said agreement.

**Confidentiality:** The parties shall hold in strictest confidence the terms of this agreement and any information and material which is related to either Customer or ZOLL's business or is designated by either Customer or ZOLL as proprietary and confidential. It is understood that this confidentiality clause does not include information which: (i) is now or hereafter in the public domain through no fault of the party being provided the confidential information; (ii) prior to disclosure hereunder, is property within the rightful possession of the party being provided the confidential information; (iii) subsequent to disclosure hereunder, is lawfully received from a third party with no restriction on further disclosure; or (iv) is obligated to be produced under order of a court of competent jurisdiction, unless made the subject of a confidentiality agreement or protective order in connection with such proceeding. Customer and ZOLL hereby covenant that each shall not disclose such information to any third party without prior written authorization of the other.

**Shipping and Passage of Title:** All Products purchased hereunder shall be shipped FOB Destination. ZOLL shall pay for standard freight. Title to the Products purchased shall pass to Customer upon delivery and receipt of product(s).

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Purchasing Agreement as of the date appearing below their respective signatures.

ZOLL MEDICAL CORPORATION

Riverside County Fire, CA

By: [Signature]

By: [Signature]

Print Name: Michael Trotter

Print Name: BOB BUSTER

Title: VP of US EMS Sales

Title: CHAIRMAN, BOARD OF SUPERVISORS

Phone: 978-421-9214

Phone: \_\_\_\_\_

Date: 1-26-2011

Date: FEB 01 2011

ATTEST:  
KECIA HARPER-JHEM, Clerk  
BY: [Signature]

Please sign and return to Darren Dumas, Contracts Coordinator via fax or email or mail:  
  
FAX: 978-421-0005  
EMAIL: DDumas@ZOLL.Com  
MAIL: Darren Dumas  
Contracts Coordinator  
ZOLL Medical Corporation  
Worldwide Headquarters  
269 Mill Road  
Chelmsford, MA 01824 - 4105

FORM APPROVED COUNTY COUNSEL  
BY: [Signature] DATE



**EXHIBIT A**

**EXHIBIT A**

**Contract Pricing**

Riverside County Fire Department Standard Paramedic Monitor Description:

**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. Noninvasive Pacing, SpO2 (comes with EtCO2 port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth

Part #	Description	List	Discount%	Discount \$	Price *
5-0211- 3100-2012-4013	E Series Defibrillator	\$22,175	33%	\$7,317.75	\$14,857.25

- EXCLUDES 8.75% TAX

- 33% discount on E Series Defibrillators, batteries, battery chargers, electrodes, & supplies
- 33% discount on E Series SurePower Rechargeable Lithium Ion Battery pack
- Seven (7) tech service loaner E Series units
- Free standard freight on capital purchases & supplies
- 125 free CPR connector adapters 8000-0370
- New E-Series Carry Case (8000-0935-01) can be substituted for existing bag at no charge with capital purchases

• **Additional Discounts on:**

Part #	Description	List	Discount%	Discount\$	Price
8900-0810-01	Pedi-Padz II (Pair)	\$95.00	45.84%	\$43.55	\$51.45
7777-0138	E Series Bluetooth Upgrade	\$1,795.00	33.15%	\$595.00	\$1,200.00
7777-0390	E Series SpCO Upgrade	\$4,995.00	35.94%	\$1,795.00	\$3,200.00
7777-0125	NIBP (must have SPO2)	\$5,000.00	36.00%	\$1,800.00	\$3,200.00
8778-0114	1 YEAR, 1 PREVENTATIVE MAINTENANCE	\$230.00	6.52%	\$15.00	\$215.00
8778-1222	1 YEAR, 2 PREVENTATIVE MAINTENANCE	\$450.00	5%	\$20.00	\$430.00

# Price List

**E Series®**

List Price    Riverside  
County

Option Fields

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**

\$11,195	\$7,500.65
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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.

**E Series® AED**

*Options*

Option Fields	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	Description	List Price	Riverside County
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 <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$28,620	\$19,175.40	
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 <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port)	\$20,290	\$13,594.30	
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 <sub>2</sub> (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,875	\$17,336.25	
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 <sub>2</sub> (comes with EtCO <sub>2</sub> port)	\$17,545	\$11,755.15	
5	0	1	1	1	4	1	0	0	2	0	1	6	4	0	1	3	Noninvasive Pacing, SpO <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,545	\$17,115.15	
5	0	1	1	0	4	1	0	0	1	0	1	6	4	0	1	3	Noninvasive Pacing, SpO <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port)	\$17,220	\$11,537.40	
5	0	1	1	1	3	1	0	0	2	0	1	6	4	0	1	3	Noninvasive Pacing, SpO <sub>2</sub> (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$22,800	\$15,276.00	
5	0	1	1	0	3	1	0	0	1	0	1	6	4	0	1	3	Noninvasive Pacing and SpO <sub>2</sub> (comes with EtCO <sub>2</sub> port)	\$14,475	\$9,698.25	
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	\$14,468.65	
5	0	1	0	0	0	1	0	0	1	0	1	6	4	0	1	3	Noninvasive Pacing	\$13,295	\$8,907.65	
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 <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$26,545	\$17,785.15	
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 <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port)	\$18,245	\$12,224.15	
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 <sub>2</sub> (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$23,800	\$15,946.00	
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 <sub>2</sub> (comes with EtCO <sub>2</sub> port)	\$15,500	\$10,385.00	
5	0	1	1	1	4	1	0	0	2	0	0	6	4	0	1	3	SpO <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$23,490	\$15,738.30	
5	0	1	1	0	4	1	0	0	1	0	0	6	4	0	1	3	SpO <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port)	\$15,190	\$10,177.30	
5	0	1	1	1	3	1	0	0	2	0	0	6	4	0	1	3	SpO <sub>2</sub> (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$20,745	\$13,899.15	
5	0	1	1	0	3	1	0	0	1	0	0	6	4	0	1	3	SpO <sub>2</sub> (comes with EtCO <sub>2</sub> port)	\$12,445	\$8,338.15	
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	\$13,081.75	

E Series®

Option Fields

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	\$7,098.65
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**E Series® ACLS**

Options

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	Description	List Price	Riverside County Price
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 <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$27,990	\$18,753.30
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 <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port)	\$19,690	\$13,192.30
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 <sub>2</sub> (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,245	\$16,914.15
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 <sub>2</sub> (comes with EtCO <sub>2</sub> port)	\$16,945	\$11,353.15
5	0	2	1	1	4	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, SpO <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$24,420	\$16,361.40
5	0	2	1	0	4	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing, SpO <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port)	\$16,590	\$11,115.30
5	0	2	1	1	3	1	0	0	2	0	1	2	4	0	1	3	Noninvasive Pacing, SpO <sub>2</sub> (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$22,175	\$14,857.25
5	0	2	0	0	0	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing	\$12,650	\$8,475.50
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	\$14,053.25
5	0	2	1	0	3	1	0	0	1	0	0	2	4	0	1	3	SpO <sub>2</sub> (comes with EtCO <sub>2</sub> port)	\$11,800	\$7,906.00
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 <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$25,970	\$17,399.90
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 <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port)	\$17,620	\$11,805.40
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 <sub>2</sub> (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$23,225	\$15,560.75
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 <sub>2</sub> (comes with EtCO <sub>2</sub> port)	\$14,875	\$9,966.25
5	0	2	1	0	3	1	0	0	1	0	1	2	4	0	1	3	Noninvasive Pacing and SpO <sub>2</sub> (comes with EtCO <sub>2</sub> port)	\$13,845	\$9,276.15
5	0	2	1	1	3	1	0	0	2	0	0	2	4	0	1	3	SpO <sub>2</sub> (comes with EtCO <sub>2</sub> port), 12-lead ECG with 1-Step Patient Cable and Integrated Bluetooth	\$20,100	\$13,467.00
5	0	2	1	0	4	1	0	0	1	0	0	2	4	0	1	3	SpO <sub>2</sub> and SpCO (comes with EtCO <sub>2</sub> port)	\$11,545	\$7,735.15
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	\$12,679.75

**E Series® Special Considerations:** 33% discount also applies to Items 1 through 17 as listed below:

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 <sub>2</sub> 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 <sub>2</sub> 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 <sub>2</sub> option.	
4	When ordering new E Series with SpO <sub>2</sub> , SpO <sub>2</sub> +SpCO, or SpO <sub>2</sub> +SpCO+SpMet, please quote the cable/sensor as a separate line item.	
5	To add SpMet to new E Series with SpO <sub>2</sub> +SpCO, change digit 6 to a 5 and add \$2,355 to list price. Must have SpO <sub>2</sub> +SpCO for SpMet option	
6	To add SpMet to new E Series with NIBP, SpO <sub>2</sub> +SpCO, change digit 6 to a 9 and add \$2,355 to list price. Must have SpO <sub>2</sub> +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.

**EtCO<sub>2</sub> Mainstream Sensor and LoFlo EtCO<sub>2</sub> 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 EtCO<sub>2</sub> Mainstream Sensor or LoFlo EtCO<sub>2</sub> Module used with a ZOLL defibrillator fails under normal operating conditions, ZOLL will either replace or repair the defective Mainstream EtCO<sub>2</sub> sensor or LoFlo EtCO<sub>2</sub> Module at ZOLL's option. This limited lifetime warranty begins from the original date of purchase of the EtCO<sub>2</sub> Mainstream Sensor or LoFlo EtCO<sub>2</sub> 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 EtCO<sub>2</sub> Mainstream Sensor or LoFlo EtCO<sub>2</sub> 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® Accessories**List Price  
Riverside  
County**E Series Carry Bags**

8000-0910	Top Bag (Roll Cage)	\$130	\$87.10
8000-0911	Rear Bag (Roll Cage)	\$145	\$97.15
8000-0912	Short Right Bag (Roll Cage)	\$80	\$53.60
8000-0913	Short Left Bag (Roll Cage)	\$80	\$53.60
8000-0914	Shoulder Strap (Roll Cage)	\$35	\$23.45
8000-0915	Rail to Top Bag Snaps (Roll Cage)	\$30	\$20.10
8000-0916	Complete Bag Set (Roll Cage)	\$375	\$251.25
8000-0917	Long Right Bag (Roll Cage)	\$80	\$53.60
8000-0918	Long Left Bag (Roll Cage)	\$80	\$53.60
8000-0919	Complete Bag Set for Roll Cage with Long Side Bags (Roll Cage)	\$375	\$251.25
8000-0931-01	Rugged SoftPack Carry Case (Includes kickstand)	\$375	\$251.25
8000-0935-01	Expanded Rugged SoftPack Carry Case (Includes kickstand)	\$475	\$318.25
8000-0933-01	Soft Case Flap for E Series	\$55	\$36.85
8000-0921	Replacement Kick Stand for E Series with Soft Case	\$30	\$20.10

**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	\$619.75
8000-9008	E Series Bracket Kit, DC Power, with Swivel (includes swivel plate & bracket manual)	\$925	\$619.75
8000-9009	E Series Bracket Kit, No Power, with Swivel (includes swivel plate & bracket manual)	\$875	\$586.25
8000-9011	E Series Bracket, AC Power, No Swivel	\$675	\$452.25
8000-9012	E Series Bracket, DC Power, No Swivel	\$675	\$452.25
8000-9013	E Series Bracket, No Power, No Swivel	\$625	\$418.75
8000-9014	E Series Swivel Plate	\$235	\$157.45
9650-9010-40	E Series Bracket Manual	\$30	\$20.10

**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	\$234.50
8000-0594-01	Xtreme Pack I Carry Case, Soft case with expanded rear pouch for use with paddles (red)	\$350	\$234.50
8000-0592-01	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles	\$530	\$355.10
8000-0595-01	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation	\$530	\$355.10
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	\$425.45
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	\$425.45
8000-0056-01	Primary Carry Case, Blue Canvas	\$160	\$107.20

**ZOLL E Series / M Series Accessories****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	\$234.50
8000-0657	Xtreme Pack II Carry Case, molded rubber case with rear and side pockets for use with hands-free defibrillation and NIBP	\$530	\$355.10
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	\$425.45
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	\$435.50
8000-0661	Xtreme Pack I Carry Case, Soft case with expanded rear pouch for use with paddles and NIBP	\$350	\$234.50
8000-0656	Xtreme Pack II Carry Case, molded rubber case with rear pouch for use with paddles and NIBP	\$530	\$355.10

## ZOLL E Series® / M Series® Accessories

List Price  
Riverside  
County

### CCT Carry Cases without Blood Pressure

8000-0700	Xtreme Pack II Carry Case for CCT with rear pouch for use with paddles	\$530	\$355.10
8000-0701	Xtreme Pack II Carry Case for CCT with rear and side pockets for use with hands-free defibrillation	\$530	\$355.10
8000-0746	Xtreme Pack II Carry Case for CCT with modern extension cable for 12-lead and rear pouch for use with paddles	\$635	\$425.45
8000-0747	Xtreme Pack II Carry Case for CCT with modern extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation	\$635	\$425.45
8000-0726	Xtreme Pack I Carry Case for CCT with rear pouch for use with paddles	\$350	\$234.50
8000-0727	Xtreme Pack I Carry Case for CCT with rear and side pockets for use with hands-free defibrillation	\$350	\$234.50

### 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	\$355.10
8000-0705	Xtreme Pack II Carry Case for CCT with rear and side pockets for use with hands-free defibrillation, NIBP	\$530	\$355.10
8000-0748	Xtreme Pack II Carry Case for CCT with modern extension cable for 12-lead and rear pouch for use with paddles, NIBP	\$635	\$425.45
8000-0749	Xtreme Pack II Carry Case for CCT with modern extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation, NIBP	\$635	\$425.45
8000-0728	Xtreme Pack I Carry Case for CCT with rear pouch for use with paddles, NIBP	\$350	\$234.50
8000-0729	Xtreme Pack I Carry Case for CCT with rear and side pockets for use with hands-free defibrillation, NIBP	\$350	\$234.50

### 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	\$355.10
8000-0745	Xtreme Pack II Carry Case, XL with rear and side pockets for use with hands-free defibrillation (8000-0084-01)	\$530	\$355.10
8000-0751	Xtreme Pack II Carry Case, XL with modern extension cable for 12-lead and rear pouch for use with paddles	\$635	\$425.45
8000-0752	Xtreme Pack II Carry Case, XL with modern extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation	\$635	\$425.45
8000-0717	Xtreme Pack II Carry Case, XL with rear pouch for use with paddles, NIBP	\$530	\$355.10
8000-0718	Xtreme Pack II Carry Case, XL with rear and side pockets for use with hands-free defibrillation, NIBP	\$530	\$355.10
8000-0753	Xtreme Pack II Carry Case, XL with modern extension cable for 12-lead and rear pouch for use with paddles, NIBP	\$635	\$425.45
8000-0754	Xtreme Pack II Carry Case, XL with modern extension cable for 12-lead and rear and side pockets for use with hands-free defibrillation, NIBP	\$635	\$425.45

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	\$36.65
8000-0092-01	Replacement rear pouch for Xtreme Pack II	\$90	\$60.30
8000-0095-01	Replacement rear pouch with side pockets for Xtreme Pack II	\$160	\$107.20
7777-0129	Xtreme Pack II Upgrade for 12-lead, includes base and modern extension cable	\$210	\$140.70
8000-0096	Replacement front Flap for Xtreme Pack II with NIBP	\$45	\$30.15
8000-0097	Replacement front Flap for Xtreme Pack II	\$45	\$30.15
8000-0735	Replacement carry Strap	\$37	\$24.79

## ZOLL E Series / M Series Accessories

### Cables

8000-0308-01	Universal Cable, (standard 8' cable) allows use of Paddles or Multi-Function Electrodes, Replacement	\$135	\$90.45
8000-0308-02	Universal Cable 12' extended model, allows use of Paddles or Multi-Function Electrodes, Replacement	\$185	\$123.95
8000-1005-01	5-lead Patient Cable with integral lead wires	\$160	\$107.20
8000-1007-01	1 Step Patient Cable for 12-lead ECG with limb leads and v leads ( 10 ft )	\$315	\$211.05
8000-1007-02	1 Step Patient Cable for 12-lead ECG with limb leads and v leads ( 7 ft )	\$315	\$211.05
8000-1006	Limb Lead Patient Cable for 12-lead ECG ( 10 ft )	\$160	\$107.20
8000-1006-02	Limb Lead Patient Cable for 12-lead ECG ( 7 ft )	\$160	\$107.20
8000-1008-01	V Lead Patient Cable for 12-lead ECG ( 3.5 ft )	\$185	\$123.95
8000-1008-02	V Lead Patient Cable for 12-lead ECG ( 2.5 ft )	\$185	\$123.95
8012-0208	V Lead Patient Cable with banana plugs	\$185	\$123.95
8012-0209	Alligator Clips (for patient cables with banana plugs)	\$50	\$33.50



## ZOLL E Series® / M Series® Accessories

		List Price	Riverside County
8000-0771	Bed clip for 12 Lead ECG Patient Cable (10 per pack)	\$50	\$33.50
8000-0772	6-Lead wire organizer for v-lead cable for 12-lead ECG Patient Cable (10 per pack)	\$25	\$16.75
8000-0773	4-Lead wire organizer for Limb lead cable for 12-lead ECG Patient Cable (10 per pack)	\$20	\$13.40
8000-0780	Replacement RJ-11 Phone Cable	\$25	\$16.75
8000-0605-01	RS232 Data Transfer Cable	\$55	\$36.85
8000-0025	Replacement 3-lead ECG Patient Cable, 12 ft. (ships standard with Hospital M Series)	\$135	\$90.45
8000-0025-02	Replacement 3-lead ECG Patient Cable, 6 ft. (ships standard with EMS M Series)	\$100	\$67.00
8000-0730	AC Extension Cable for E Series and M Series(12")	\$27	\$18.09
7775-0002	<b>AC Extension Cable Strain Relief Kit for E Series.</b> 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	\$8.04
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	\$90.45
8000-0465	RS232 / Serial to USB Data Transfer Cable for E Series and M Series	\$99	\$66.33
8000-0466	DC Extension Cable for E Series	\$99	\$66.33
8000-1009-01	V Pak Adapter Cable for use with the 12-Lead ECG patient cable for Vpak electrodes.	\$135	\$90.45

### Miscellaneous

8000-0301	Recorder Paper 80 mm Fan Fold, 20 packages	\$75	\$50.25
8000-0302	Recorder Paper 80 mm Fan Fold, 10 packages	\$40	\$26.80
8000-0053	Defibrillator Gel, 12 Tubes	\$75	\$50.25
8000-1020	Anterior Posterior Paddle Assembly	\$810	\$542.70
8000-1010-01	External Paddle Assembly Apex / Sternum with controls and built-in pediatric electrodes	\$590	\$395.30
8009-0751-01	SeeThru CPR Simulator for E Series®, R Series, and AED Pro.	\$495	\$331.65
8012-0206	12-lead ECG Simulator	\$1,065	\$713.55
8000-0684	12-lead ECG Simulator with IBP channel	\$1,385	\$927.95
8000-0370	CPR Connector	\$265	\$177.55
8000-0791	CPR Starter Pack (includes 1 CPR Connector & 2 CPR stat-padz)	\$395	\$264.65
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	\$301.50
8000-0552	16 MB PCMCIA Data Cards (2 Per Pack)	\$550	\$368.50
8000-0553	32 MB PCMCIA Data Cards (2 Per Pack)	\$650	\$435.50
8000-0167	16 meg PCMCIA Data Card "For CCT Only" (2 Per Pack)	\$550	\$368.50

## ZOLL E Series / M Series Accessories

### 12-Lead Bluetooth Pod Accessories

#### **M Series/CCT**

8000-2030	Replacement Ositech "King of Hearts III" Modem Card	\$365	\$244.55
8000-2032	Replacement Ositech "King of Hearts III" Bluetooth Adapter Pod	\$345	\$231.15
8000-0396	M Series "King of Hearts III" Modem Extension Cable	\$150	\$100.50
8000-1032	Replacement Ositech "King of Hearts II" Bluetooth Pod & CD.	\$345	\$231.15

#### **E Series**

8000-2030	Replacement Ositech "King of Hearts III" Modem Card	\$365	\$244.55
8000-2032	Replacement Ositech "King of Hearts III" Bluetooth Adapter Pod	\$345	\$231.15
8000-0391	E Series "King of Hearts III" Modem Extension Cable Cover	\$27	\$18.09
8000-0392	E Series "King of Hearts III" Modem Extension Cable Clamp	\$27	\$18.09
8000-0398	E Series "King of Hearts III" Modem Extension Cable	\$150	\$100.50
8000-0273	E Series "King of Hearts III" Modem Extension Cable Kit (Cable, Clamp and Cover)	\$195	\$130.65
8000-1032	Replacement Ositech "King of Hearts II" Bluetooth Pod & CD.	\$345	\$231.15

## ZOLL E Series® / M Series® Accessories

List Price Rivers Ide  
County

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 <sub>2</sub> LNCS Adult Reusable Sensor (1 Each)	\$295	\$197.65
8000-0295	SpO <sub>2</sub> LNCS Pediatric Reusable Sensor (1 Each)	\$350	\$234.50
8000-0320	SpO <sub>2</sub> LNCS Disposable Adult Sensors (20 per Case)	\$300	\$201.00
8000-0321	SpO <sub>2</sub> LNCS Disposable Pediatric Sensors (20 per Case)	\$320	\$214.40
8000-0322	SpO <sub>2</sub> LNCS Disposable Infant Sensors (20 per Case)	\$405	\$271.35
8000-0323	SpO <sub>2</sub> LNCS Disposable Neonatal Sensors (20 per Case)	\$425	\$284.75
8000-0324	SpO <sub>2</sub> LNCS Disposable Preterm Neonatal Sensors (20 per Case)	\$470	\$314.90
8000-0298	SpO <sub>2</sub> LNCS Reusable Patient Cable (4 ft)	\$160	\$107.20
8000-0293	SpO <sub>2</sub> LNCS Reusable Patient Cable (10 ft)	\$185	\$123.95
8000-0325	SpO <sub>2</sub> LNCS Extension Cable with DB-9 Connector	\$160	\$107.20
8000-0326	SpO <sub>2</sub> LNOP Sensor to LNCS Adapter Cable	\$55	\$36.85
8000-0327	SpO <sub>2</sub> LNCS Sensor to LNOP Adapter Cable	\$55	\$36.85
8000-0296	SpO <sub>2</sub> LNOP Adult Reusable One-Piece Sensor and Cable (12 ft)	\$455	\$304.85

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

8000-0330	SpO <sub>2</sub> Rainbow Reusable Patient Cable: Connects to LNCS Single Use & Reusable Sensors (4 ft)	\$295	\$197.65
8000-0331	SpO <sub>2</sub> Rainbow Reusable Patient Cable: Connects to LNCS Single Use & Reusable Sensors (10 ft)	\$345	\$231.15
8000-0332	SpO <sub>2</sub> Rainbow DCI Adult Reusable Patient Cable/Sensor (3 ft)	\$345	\$231.15
8000-0333	SpO <sub>2</sub> Rainbow DCI Pediatric Reusable Patient Cable/Sensor (3 ft)	\$395	\$264.65
8000-0334	SpO <sub>2</sub> Rainbow DCI Adult Reusable Patient Cable/Sensor (12 ft)	\$595	\$398.65
8000-0335	SpO <sub>2</sub> Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 ft)	\$645	\$432.15
8000-0343	SpO <sub>2</sub> /SpCO/SpMet Rainbow DCI Adult Reusable Patient Cable/Sensor (8 ft)	\$895	\$599.65
8000-0344	SpO <sub>2</sub> /SpCO/SpMet Rainbow DCI Adult Reusable Patient Cable/Sensor (12 ft)	\$1,095	\$733.65
8000-0345	SpO <sub>2</sub> /SpCO/SpMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (8 ft)	\$995	\$666.65
8000-0346	SpO <sub>2</sub> /SpCO/SpMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 ft)	\$1,195	\$800.65
8000-0341	SpO <sub>2</sub> /SpCO/SpMet Rainbow Patient Cable: Connects to Single Use Sensors (4 ft)	\$225	\$150.75
8000-0342	SpO <sub>2</sub> /SpCO/SpMet Rainbow Patient Cable: Connects to Single Use Sensors (12 ft)	\$295	\$197.65
8000-0336	SpO <sub>2</sub> /SpCO/SpMet Rainbow Single Use Sensors: Patients > 30 kg (10 per Case)	\$695	\$465.65
8000-0337	SpO <sub>2</sub> /SpCO/SpMet Rainbow Single Use Sensors: Patients < 3kg, > 30 kg (10 per Case)	\$695	\$465.65
8000-0339	SpO <sub>2</sub> /SpCO/SpMet Rainbow Single Use Sensors: Patients 10-50 kg (10 per Case)	\$795	\$532.65
8000-0340	SpO <sub>2</sub> /SpCO/SpMet Rainbow Single Use Sensors: Patients 3-10 kg (10 per Case)	\$795	\$532.65

## ZOLL E Series / M Series Accessories

### EtCO<sub>2</sub> Mainstream Accessories

8000-0264-01	M Series / CCT CAPNO 3 Mainstream CO <sub>2</sub> Sensor and Cable	\$1,725	\$1,155.75
8000-0312	E Series Only CAPNO 5 Mainstream CO <sub>2</sub> Sensor and Cable	\$4,775	\$3,199.25
8000-0266-01	Sensor Cable Holding Clips, Bag of 5	\$25	\$16.75
8000-0260-01	Single Patient Use Pediatric/Adult Airway Adapter, Box of 10	\$95	\$63.65
8000-0261-01	Single Patient Use Neonatal/Pediatric Airway Adapter, Box of 10	\$95	\$63.65
8000-0262-01	Reusable Adult Airway Adapter	\$80	\$53.60
8000-0263-01	Reusable Neonatal Airway Adapter	\$80	\$53.60
8000-0265-01	Single Patient Use Pediatric Adult Airway Adapter with Mouthpiece, Box of 10	\$105	\$70.35
8000-0760	CO <sub>2</sub> mask with adapter, adult, package of 10	\$185	\$123.95
8000-0761	CO <sub>2</sub> mask with adapter, adult large, package of 10	\$185	\$123.95

## ZOLL E Series® / M Series® Accessories

		List Price	Riverside County
8000-0762	CO2 mask with adapter, pediatric, package of 10	\$185	\$123.95
<b><u>EtCO2 Sidestream LoFlo Accessories</u></b>			
8000-0365	M Series / CCT CAPNO 3 Sidestream LoFlo Module	\$1,725	\$1,155.75
8000-0367	E Series Only CAPNO 5 Sidestream LoFlo Module	\$4,775	\$3,199.25
8000-0351	Nasal CO2 Sampling Cannula, Adult, box of 10	\$120	\$80.40
8000-0352	Nasal CO2 Sampling Cannula, Pediatric, box of 10	\$120	\$80.40
8000-0353	Nasal CO2 Sampling Cannula, Infant, box of 10	\$120	\$80.40
8000-0354	Oral/Nasal CO2 Sampling Cannula, Adult, box of 10	\$130	\$87.10
8000-0355	Oral/Nasal CO2 Sampling Cannula, Pediatric, box of 10	\$130	\$87.10
8000-0356	Nasal CO2 w/ O2 Cannula, Adult, box of 10	\$145	\$97.15
8000-0357	Nasal CO2 w/ O2 Cannula, Pediatric, box of 10	\$145	\$97.15
8000-0358	Oral/Nasal CO2 w/ O2 Cannula, Adult, box of 10	\$140	\$93.80
8000-0359	Oral/Nasal CO2 w/ O2 Cannula, Pediatric, box of 10	\$140	\$93.80
8000-0361	Airway Adapter Kit, Pediatric/Infant, box of 10	\$110	\$73.70
8000-0362	Airway Adapter Kit, Adult/Pediatric, box of 10	\$110	\$73.70
8000-0363	Airway Adapter Kit w/ dehumidification tubing, Adult/Pediatric, box of 10	\$160	\$107.20
8000-0364	Airway Adapter Kit w/ dehumidification tubing, Pediatric/Infant, box of 10	\$160	\$107.20

### **NIBP Accessories**

8000-0662	Hose, Air, 3 mtr, NIBP	\$55	\$36.85
8000-0655	Hose, Air, 1.5 mtr, NIBP	\$55	\$36.85
8000-1650	Cuff, All Purpose, Pediatric / Small Adult, 17 - 25cm	\$32	\$21.44
8000-1651	Cuff, All Purpose, Adult, 23 - 33cm	\$37	\$24.79
8000-1653	Cuff, All Purpose, Large Adult, 31 - 40cm	\$42	\$28.14
8000-1654	Cuff, All Purpose, Thigh, 38 - 50cm	\$42	\$28.14
8000-1655	Cuff, All Purpose, Child, 12 - 19cm	\$27	\$18.09

## ZOLL E Series / M Series Accessories

### **Manuals / Videos**

9650-1210-01	E Series Operator's Manual, English	\$27	\$18.09
9650-1450-01	E Series Service Manual, English	\$50	\$33.50
9658-0502-01	E Series In-Service Training CD	\$27	\$18.09
9650-1213-01	E Series 12-Lead Operator's Insert	\$27	\$18.09
9650-1211-01	E Series SPO2 Operator's Insert	\$27	\$18.09
9650-1212-01	E Series EtCO2 Operator's Insert	\$27	\$18.09
9650-1214-01	E Series NIBP Operator's Insert	\$27	\$18.09
9658-0410-01	Capnography in EMS Training CD	\$27	\$18.09
9650-0200-01	M Series Operator's Manual, English	\$27	\$18.09
9650-0450-01	M Series Service Manual, English	\$55	\$36.85
9650-0209-01	Biphasic Operator's Insert	\$27	\$18.09
9650-0215-01	12-lead Operator's Insert	\$27	\$18.09
9650-0202-01	SPO2 Operator's Insert	\$27	\$18.09
9650-0212-01	EtCO2 Operator's Insert	\$27	\$18.09
9650-0214-01	NIBP Operator's Insert	\$27	\$18.09
9650-0219-01	Invasive Blood Pressure Operator's Insert	\$27	\$18.09
9650-0220-01	Temperature Operator's Insert	\$27	\$18.09

**ZOLL E Series® / M Series® Accessories**

		List Price	Riverside County
9650-0073	M Series In-service Video - VHS	\$27	\$18.09
9650-0063	M Series Parameters In-service Video - VHS	\$27	\$18.09
9650-0260-01	CPR Train the Trainer Manual	\$10	\$6.70

**Training Materials**

8000-0663-01	<b>M Series Training Resource Kit</b> - 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	\$713.55
9650-0217-01	<b>Site Coordinator Resource Kit</b> - 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	\$23.45
9650-1000-01	<b>Pocket Reference Guide</b> - Pocket-sized trifold guide to basic operation and vital sign characteristics of the M Series (25 each per pack)	\$15	\$10.05
9652-0605-01	<b>12 Lead Pocket Reference Cards</b> - Pocket-sized guide for 12-lead Electrode Placement (pack of 25)	\$19.95	\$13.37
9650-0605-01	<b>Pre-Hospital 12-lead ECG Manual</b> - 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	\$20.07
8000-1610	Training Cable	\$55	\$36.85
8900-5005	Training Electrodes (6 sets/case)	\$80	\$53.60

**CCT ONLY Accessories:****Invasive Blood Pressure Accessories (CCT only)**

8000-0664-02	Transducer interface cable - Abbott	\$160	\$107.20
8000-0665	Transducer interface cable - Baxter/Edwards	\$160	\$107.20
8000-0685	Transducer interface cable - Utah Medical	\$160	\$107.20
8000-0678	Philips/Agilent/HP monitor to M Series CCT Adapter cable	\$255	\$170.85
8000-0679	GE/Marquette monitor to M Series CCT Adapter cable	\$255	\$170.85
8000-0666	Deltran IV (Utah Medical) IBP transducers (Box of 25)	\$375	\$251.25

**Temperature Accessories (CCT only)**

8000-0668	YSI reusable adult Esophageal/Rectal Temperature probe	\$55	\$36.85
8000-0670	YSI reusable adult Skin Temperature probe	\$75	\$50.25
8000-0671	YSI reusable pediatric Skin Temperature probe	\$75	\$50.25
8000-0669	YSI reusable pediatric Esophageal Rectal probe	\$75	\$50.25
8000-0672	YSI single use adult Esophageal Rectal probe	\$75	\$50.25
8000-0673	YSI single use adult Skin Temperature probe	\$75	\$50.25
8000-0674	Disposable Temperature Sensor Adapter Cable	\$55	\$36.85
8000-0675	2 - Channel Y-Adaptor	\$55	\$36.85
8000-0900	Bed hook accessories compatible with M Series CCT, M Series with XL Battery, and XL Battery Upgrade for M Series	\$27	\$18.09

**NIBP Accessories (CCT only)**

8000-0640	Neonatal Disposable Cuffs Size 1 (3.0-6.0 cm) 10 per Box	\$90	\$60.30
8000-0641	Neonatal Disposable Cuffs Size 2 (4.0-8.0 cm) 10 per Box	\$95	\$63.65
8000-0642	Neonatal Disposable Cuffs Size 3 (6.0-11.0 cm) 10 per Box	\$100	\$67.00
8000-0643	Neonatal Disposable Cuffs Size 4 (7.0-13.0 cm) 10 per Box	\$105	\$70.35
8000-0644	Neonatal Disposable Cuffs Size 5 (8.0-15.0 cm) 10 per Box	\$110	\$73.70

## Battery Support

List Price      Riverside  
County

### 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	\$93.80
8019-0535-01	SurePower™ Rechargeable Lithium Ion Battery Pack <ul style="list-style-type: none"> <li>▪ 5.8 Ah Capacity</li> <li>▪ High density lithium ion chemistry</li> <li>▪ RunTime™ Indicator</li> <li>▪ Automatic calibration ready</li> <li>▪ Stores history of use and maintenance</li> </ul>	\$475	\$318.25
8000-0052	1200/900 Battery	\$135	\$90.45
8004-0103-01	Smart Battery Complete 1400/2000/1600/1700/Mseries/AED Pro	\$210	\$140.70
8004-0104-01	Smart Ready Battery	\$160	\$107.20
7777-0103-01	Smart Ready Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$53.60
7776-0103-01	Smart Battery Reconditioning Kit (includes Smart Ready Battery and indicator label)	\$165	\$110.55
8204-0103-01	Smart Battery Complete (option for replacement of standard battery when ordering new equipment)	\$55	\$36.85
8000-0687-01	XL Smart Ready Battery Complete	\$320	\$214.40
8000-0690-01	XL Smart Ready Battery Complete, 3 Pack	\$845	\$566.15
8000-0500-01	XL Smart Ready Battery	\$265	\$177.55
8000-0686-01	XL Smart Ready Battery, Package of three (3)	\$635	\$425.45
7777-0203-01	XL Smart Ready Battery Upgrade (includes Smart Chip and indicator label)	\$80	\$53.60
<p>■ <i>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.</i></p> <p><b>Warranty Statement: ZOLL Battery Packs carry a one (1) year warranty</b></p>			

### Charging Systems

8050-0030-01	SurePower™ Charging Station <ul style="list-style-type: none"> <li>▪ 4 Charging bays</li> <li>▪ Multiple chemistry compatible</li> <li>▪ 200 watt capacity</li> <li>▪ Graphic driven user interface</li> <li>▪ RS-232 communication port</li> </ul>	\$2,275	\$1,524.25
<p><b>Warranty Statement: ZOLL Charging Systems carry a one (1) year warranty for EMS use</b></p>			

### Accessories

7777-0290	E Series Lithium Battery Filler Kit	\$16	\$10.72
8050-0032-01	SurePower Charger Battery Well Spacer	\$20	\$13.40
1004-0151-01	Power Charger Clips (2) with Instructions and Label	\$27	\$18.09
8000-0090	Replacement Power Cord for Base PowerCharger 4x4 or 1x1	\$60	\$40.20
8000-0100	Replacement Power Cord for Base Station Charger	\$60	\$40.20

### Manuals/Videos

9650-0536-01	SurePower Battery Instructions	\$27	\$18.09
9650-0043	PowerCharger Operator's Manual	\$27	\$18.09
9650-0074	PowerCharger Service Manual	\$14	\$9.38
9650-0060	PD-4420 Battery Support System Operator's Manual	\$11	\$7.37
9650-0049	PD-4420C Battery Support System Service Manual	\$53	\$35.51
9650-0054	Base PowerCharger 4x4, Operator's Manual	\$27	\$18.09
9650-0072	Base PowerCharger 4x4, Service Manual	\$52	\$34.84
9650-0019	Battery Management Program Guide	\$37	\$24.79
9650-0221-01	XL Battery Operator's Manual	\$11	\$7.37

### Upgrades

7777-0138	E Series Bluetooth Upgrade - For E Series units <u>without</u> integrated Bluetooth	\$1,795	\$1,200.00
7777-0390	E Series SpCO Upgrade (units with blue SpO2 connector)	\$4,995	\$3,200.00
7777-0125	NIBP (must have SPO2)	\$5,000	\$3,200.00

## ZOLL Electrodes

		Quantity	Shelf-life	List Price	Riverside County
<b><u>stat•padz</u></b> <b><u>Optimized for Emergency Resuscitation</u></b>					
8900-4003	<b>stat•padz</b> HVP Multi-Function Electrodes	12 pair/case	24 months	\$479.00	\$320.93
8900-4004	<b>stat•padz</b> HVP Multi-Function Electrodes	1 pair	24 months	\$55.00	\$36.85
8900-0802-01	<b>stat•padz II</b> HVP Multi-Function Electrodes	12 pair/case	24 months	\$499.00	\$334.33
8900-0801-01	<b>stat•padz II</b> HVP Multi-Function Electrodes	1 pair	24 months	\$59.00	\$39.53
8900-0400	<b>CPR stat•padz</b> HVP Multi-Function CPR Electrodes	8 pair/case	24 months	\$560.00	\$375.20
8900-0402	<b>CPR stat•padz</b> HVP Multi-Function CPR Electrodes	1 pair	24 months	\$75.00	\$50.25
<b><u>pro•padz</u></b> <b><u>Optimized for Elective and Special Procedures</u></b>					
8900-2100-01	<b>pro•padz</b> Cardiology Specialty LVP Multi-Function	12 pairs/case	18 months	\$479.00	\$320.93
8900-2101-01	<b>pro•padz</b> Cardiology Specialty LVP Multi-Function	1 pair	18 months	\$55.00	\$36.85
8900-2303-01	<b>pro•padz</b> Biphasic Multi-Function Electrodes	12 pairs/case	9 months	\$479.00	\$320.93
8900-2302-01	<b>pro•padz</b> Biphasic Multi-Function Electrodes	1 pair	9 months	\$55.00	\$36.85
8900-4005	<b>pro•padz</b> Solid Gel Radiolucent Multi-Function Electrodes	12 pairs/case	12 months	\$695.00	\$465.65
8900-4006	<b>pro•padz</b> Solid Gel Radiolucent Multi-Function Electrodes	1 pair	12 months	\$65.00	\$43.55
8900-2105-01	<b>pro•padz</b> LiquidGel Radiolucent Multi-Function Electrodes	12 pairs/case	12 months	\$695.00	\$465.65
8900-2106-01	<b>pro•padz</b> LiquidGel Radiolucent Multi-Function Electrodes	1 pair	12 months	\$65.00	\$43.55
8900-4012	<b>pro•padz</b> Sterile Multi-Function Electrodes with 54-inch lead wires	6 pairs/case	9 months	\$285.00	\$190.95
8900-4013	<b>pro•padz</b> Sterile Multi-Function Electrodes with 54-inch lead wires	1 pair	9 months	\$55.00	\$36.85
8900-4052-40	<b>pro•padz</b> Sterile Multi-Function Electrodes with 10-foot lead wires	6 pairs/case	12 months	\$405.00	\$271.35
8900-4055-40	<b>pro•padz</b> Sterile Multi-Function Electrodes with 10-foot lead wires	1 pair	12 months	\$75.00	\$50.25
8900-1055	<b>pro•padz</b> Pacing Only Adult Electrodes	12 pairs/case	12 months	\$700.00	\$469.00
8900-1051	<b>pro•padz</b> Pacing Only Adult Electrodes	1 pair	12 months	\$75.00	\$50.25
<b><u>pedi•padz</u></b> <b><u>For Pediatrics</u></b>					
8900-2065	<b>pedi•padz</b> Pediatric Multi-Function Electrodes	6 pairs/case	12 months	\$249.00	\$166.83
8900-2061	<b>pedi•padz</b> Pediatric Multi-Function Electrodes	1 pair	12 months	\$60.00	\$40.20
8900-1065	<b>pedi•padz</b> Pacing Only Pediatric Electrodes	6 pairs/case	12 months	\$385.00	\$257.95
8900-1061	<b>pedi•padz</b> Pacing Only Pediatric Electrodes	1 pair	12 months	\$80.00	\$53.60
8900-3000-01	<b>pedi•padz</b> Solid Gel Multi-Function Electrodes	6 pairs/case	24 months	\$249.00	\$166.83
8900-3001-01	<b>pedi•padz</b> Solid Gel Multi-Function Electrodes	1 pair	24 months	\$60.00	\$40.20
8900-0401	<b>pedi•padz</b> Reduced Energy Electrode	1 pair	24 months	\$110.00	\$73.70

## ZOLL Electrodes

### ECG Monitoring Electrodes

8900-0003	3 ECG electrodes/pouch (600 electrodes)	200 pouches	24 months	\$120.00	\$80.40
8900-0004	4 ECG electrodes/pouch (480 electrodes)	120 pouches	24 months	\$96.00	\$64.32
8900-0005	5 ECG electrodes/pouch (500 electrodes)	100 pouches	24 months	\$100.00	\$67.00
8900-0006	6 ECG electrodes/pouch (600 electrodes)	100 pouches	24 months	\$120.00	\$80.40
8900-1003-01	Pediatric ECG electrodes/3 per pouch (300 electrodes)	100 pouches	24 months	\$60.00	\$40.20

		Quantity	Shelf-life	List Price	Riverside County
8900-1300-01	<b>V• pak</b> Preconnected V Lead Electrodes for 12 Lead (40 Pouches / Case)	40 pouches	15 months	\$340.00	\$227.80
8900-0700	30 pouch rectangle liquid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$80.40
8900-0701	30 pouch round liquid gel ECG electrodes (600 electrodes, 1.5" diameter)	20 pouches	24 months	\$120.00	\$80.40
8900-0702	30 pouch rectangle solid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$80.40
8900-0703	30 pouch round liquid gel ECG electrodes (600 electrodes, 2" diameter)	20 pouches	24 months	\$120.00	\$80.40
8900-0704	30 pouch radiolucent ECG electrodes (300 electrodes, 1.5" diameter)	10 pouches	24 months	\$60.00	\$40.20
8900-0706	30 pouch square liquid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$80.40
8900-0707	30 pouch square solid gel ECG electrodes (600 electrodes)	20 pouches	24 months	\$120.00	\$80.40
8900-0708	30 pouch round solid gel ECG electrodes (600 electrodes, 1.5" diameter)	20 pouches	24 months	\$120.00	\$80.40
8900-0709	4 pouch pediatric ECG electrodes (480 electrodes)	120 pouches	24 months	\$96.00	\$64.32
8900-0714	Solid gel, foam ECG electrodes, 4 per pouch, case of 480 electrodes	120 pouches	24 months	\$96.00	\$64.32
8900-0715	Solid gel, foam ECG electrodes, 6 per pouch, case of 600 electrodes	100 pouches	24 months	\$120.00	\$80.40
<b><u>Other</u></b>					
8900-0800-01	<b>CPR•D Padz</b> one piece defibrillation and CPR System	1 pair	60 months	\$169.00	\$111.00
8900-0807-01	<b>CPR•D accessory kit</b> contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch, <b>one each</b>	1 each	None	\$19.00	\$12.73
8900-0808-01	<b>CPR•D accessory kit</b> contains CPR barrier mask, scissors, gloves, prep razor, towel and a moist towelette in a small zip-lock pouch, <b>one case</b>	50 each	None	\$800.00	\$536.00
8900-0810-01	<b>Pedi•padz II</b> Pediatric Multi-Function Electrodes for AED Plus	1 pair	24 months	\$95.00	\$51.45
8900-0190	Training CPR <b>stat•padz</b> . Includes one training cable with CPR sensor, Y connector for simulator connection, and one pair of replacement training electrodes.	1 pair		\$89.00	\$59.63
8900-0195	Replacement Training Electrodes (CPR <b>stat•padz case of 8</b> ). Includes 8 pairs (Sternum and Apex pad) of replacement electrodes for training CPR <b>stat•padz</b> .	8 pairs/case		\$79.00	\$52.93
8900-5005	Training Electrodes	6 pairs/case	24 months	\$80.00	\$53.60
8900-0805-01	Training Electrodes <b>stat•padz II</b> , AED Plus	6 pairs/case	24 months	\$129.00	\$86.43
8900-0804-01	<b>CPR-D•padz Training Electrodes (TO BE USED WITH TRAINER ONLY)</b> --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.)	1 pair	12 months	\$90	\$60.30
8900-0803-01	Replacement Adhesive gels for <b>CPR-D•padz</b> - Training Electrode replacements, <b>5 pair</b> .	5 pairs/case	12 months	\$31	\$20.77

**EXTENDED WARRANTY AND PREVENTIVE MAINTENANCE  
PART NUMBERS AND PRICING AT TIME OF EQUIPMENT SALE**

<b>PART NUMBER</b>	<b>PRICE</b>	<b>DESCRIPTION</b>
<b>DEFIBRILLATOR EXTENDED WARRANTY</b>		
8778-0123	\$630.00	6 MONTH EXTENDED WARRANTY
8778-0104	\$990.00	1 YR. EXTENDED WARRANTY
8778-0105	\$1,875.00	2 YR. EXTENDED WARRANTY
8778-0106	\$2,730.00	3 YR. EXTENDED WARRANTY
8778-0107	\$3,550.00	4 YR. EXTENDED WARRANTY
8778-0121	\$4,290.00	5 YR. EXTENDED WARRANTY
<b>PREVENTIVE MAINTENANCE</b>		
8778-0114	\$215.00	1 YEAR, 1 PREVENTIVE MAINTENANCE
8778-1222	\$430.00	1 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0115	\$460.00	2 YEAR, 1 PREVENTIVE MAINTENANCE
8778-2222	\$900.00	2 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0116	\$690.00	3 YEAR, 1 PREVENTIVE MAINTENANCE
8778-3222	\$1,350.00	3 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0117	\$920.00	4 YEAR, 1 PREVENTIVE MAINTENANCE
8778-4222	\$1,800.00	4 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0119	\$1,150.00	5 YEAR, 1 PREVENTIVE MAINTENANCE
8778-5222	\$2,250.00	5 YEAR, 2 PREVENTIVE MAINTENANCE
8778-0122	\$1,380.00	6 YEAR, 1 PREVENTIVE MAINTENANCE
8778-6222	\$2,700.00	6 YEAR, 2 PREVENTIVE MAINTENANCE



**EXTENDED WARRANTY AND PREVENTIVE MAINTENANCE  
PART NUMBERS AND PRICING AFTER EQUIPMENT SALE**

<b>PART NUMBER</b>	<b>SERVICE PRICE LIST</b>	<b>DESCRIPTION</b>
<b>DEFIBRILLATOR EXTENDED WARRANTY</b>		
8889-0001	\$1,145.00	1 YR. EXTENDED WARRANTY
8889-0002	\$2,060.00	2 YR. EXTENDED WARRANTY
8889-0003	\$3,015.00	3 YR. EXTENDED WARRANTY
8889-0004	\$3,900.00	4 YR. EXTENDED WARRANTY
8889-5000	\$4,680.00	5 YR. EXTENDED WARRANTY
<b>PREVENTIVE MAINTENANCE</b>		
8889-1991	\$230.00	1 YEAR, 1 PREVENTIVE MAINTENANCE
8889-1992	\$450.00	1 YEAR, 2 PREVENTIVE MAINTENANCE
8889-2991	\$460.00	2 YEAR, 1 PREVENTIVE MAINTENANCE
8889-2992	\$900.00	2 YEAR, 2 PREVENTIVE MAINTENANCE
8889-3991	\$690.00	3 YEAR, 1 PREVENTIVE MAINTENANCE
8889-3992	\$1,350.00	3 YEAR, 2 PREVENTIVE MAINTENANCE
8889-4991	\$920.00	4 YEAR, 1 PREVENTIVE MAINTENANCE
8889-4992	\$1,800.00	4 YEAR, 2 PREVENTIVE MAINTENANCE
8889-5991	\$1,150.00	5 YEAR, 1 PREVENTIVE MAINTENANCE
8889-5992	\$2,250.00	5 YEAR, 2 PREVENTIVE MAINTENANCE
8889-6991	\$1,380.00	6 YEAR, 1 PREVENTIVE MAINTENANCE
8889-6999	\$2,700.00	6 YEAR, 2 PREVENTIVE MAINTENANCE

## ZOLL QUOTATION GENERAL TERMS & CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** Unless otherwise stated, all deliveries shall be F.O.B. Destination. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the Customer.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after receipt of shipment. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES & FEES.** The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after receipt of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the receipt of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect 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 Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (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 Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION 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.

**7. SOFTWARE LICENSE.** (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the State of California without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. NON-WAIVER OF DEFAULT.** In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments without in any way effecting its right under such order. If, despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

**16. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**17. TITLE TO PRODUCTS.** Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

**18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.**

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth at 41 CFR 60-1.40.

**19. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

**20. GENERAL.** Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the State of California. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

**ZOLL Medical Corporation**

**EXHIBIT B**

## GENERAL CONDITIONS

**GENERAL** - The materials or services set forth in this bid/agreement shall be furnished by bidder/seller subject to all the terms and conditions listed herein which bidder/seller in accepting an order agrees to be bound by and to comply with in all particulars. No other terms or conditions shall be binding upon the parties unless hereafter accepted by them in writing. Written acceptance or the beginning of performance of all or any portion of the services herein shall constitute unqualified acceptance of all these terms and conditions.

**TERMS - SELLER** - As used in this Article, the word 'Seller' includes Seller and his sub suppliers at any level or tier.

1. **ASSIGNMENT:** Contractor shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of County.

2. **HOLD HARMLESS/INDEMNIFICATION:** Contractor shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability, claim, damage or action whatsoever, based or asserted upon any negligent or wrongful act or omission of Contractor, its officers, employees, subcontractor, agents or representatives arising out of or in any way relating to this Agreement, and resulting in tangible property damage, bodily injury, or death. Contractor shall defend, at its sole cost and expense, including but not limited to reasonable attorney fees, cost of investigation, defense and settlements or awards, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any such action or claim. With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at its sole cost, have the right to use counsel of its own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of County; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification of County. Contractor's obligations hereunder shall be satisfied when Contractor has provided to County the appropriate form of dismissal (or similar document) relieving the County from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe Contractor's obligations to indemnify and hold harmless the County.

2.1 In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Contractor from indemnifying the County to the fullest extent allowed by law.

2.2 Contractor's indemnification obligations shall also apply to any action or claim regarding actual or alleged U.S. intellectual property infringement related to any material or product provided to County pursuant to this Agreement. In the event of any such action or claim, Contractor shall provide immediate notice to County of the action or claim. Contractor may defend or settle the action or claim as Contractor deems appropriate; however, Contractor shall be required to obtain for County the right to continue to use the material or product (or a similar non-infringing material or product with the same function) on terms substantially similar to those stated in this Agreement.

3. **COPYRIGHT/PATENT INDEMNITY** - Seller/bidder shall indemnify and hold County, harmless from liability of any nature, including costs and expenses, for or on account any claim of infringement of our U.S. patent as a result of the County's use of any patented or unpatented article, part or component used in the performance of the contract in accordance with Seller's instructions, and shall defend all suits or claims for infringement of any U.S. patent right. Such indemnification shall extend to the furnishing of any parts, components, practices or methods as to which Seller/Bidder has secured indemnification from liability from a third party. The Seller/Bidder shall have been informed as soon as practicable by County of the suit or action alleging such infringement, and

## GENERAL CONDITIONS

shall have been given the opportunity as is afforded by applicable laws and regulations to defend such suit, and further, such indemnity shall not apply to a suit or claim which is settled without the consent of Seller/Bidder, unless otherwise required by a court of competent jurisdiction. In addition to the foregoing, Seller/Bidder shall indemnify, defend, save and hold harmless County from any and all loss, damage or liability arising out of or in any manner connected with any actual or alleged infringement, violation or misappropriation of any U.S. copyright, trade secret or intellectual property whatever, in connection with any bid, proposal, service or product of whatsoever kind, nature or sort provided to the County by Seller/Bidder hereunder. County shall promptly notify Seller/Bidder of any such claim, and Seller/Bidder may defend or settle any such claim with counsel of its own choosing, provided, however, that in the event of such a settlement, Seller/Bidder shall obtain a written release of all liability as against County, in form and substance acceptable to County. As a further part of any such settlement Seller/Bidder may, at its own cost and expense, procure the right for County to continue to use such service or product, or to replace or modify them so that they become non-infringing and retain the same function.

**4.0 INSURANCE:** Without limiting or diminishing the Contractor's obligation to indemnify or hold the County harmless, Contractor shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

**4.1 Workers' Compensation:** If the Contractor has employees as defined by the State of California, the Contractor shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

**4.2 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**4.3 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then Contractor shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

**4.4 Professional Liability Insurance (If applicable):** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and Contractor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that Contractor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

**4.5 General Insurance Provisions - All lines:**

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in

## GENERAL CONDITIONS

writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The Contractor's insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self insured retention's unacceptable to the County, and at the election of the Country's Risk Manager, Contractor's carriers shall either; 1) reduce or eliminate such deductibles or self-insured retention's as respects this Agreement with the County, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c) Contractor shall cause Contractor's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *Contractor shall not commence operations until the County has been furnished original Certificate (s) of Insurance. An individual authorized by the insurance carrier to do so on its behalf shall sign the original Certificate of Insurance.*

d) With respect to negligence of the Contractor, It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The County's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the County reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Contractor has become inadequate.

f) Contractor shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the County.

5. **WAIVER OF DEFAULT:** Any waiver by County of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of County to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing County from enforcement of the terms of this Agreement.

6. **INSPECTION OF SERVICE; QUALITY CONTROL/ASSURANCE:** All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the County or other regulatory agencies at all times. The Contractor shall provide adequate cooperation to any inspector or other County representative to permit him/her to determine the Contractor's conformity with the terms of this Agreement. If any services performed or products provided by Contractor are not in conformance with the terms of this Agreement, the County shall have the right to require the Contractor to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the County.

6.1 Contractor shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a County representative or other regulatory

## GENERAL CONDITIONS

official to monitor, assess or evaluate Contractor's performance under this Agreement at any time upon reasonable notice to Contractor.

**7.0 TERMINATION:** County may terminate this Agreement without cause upon 30 days written notice served upon the Contractor stating the extent and effective date of termination.

**7.1** County may, upon five (5) days written notice, terminate this Agreement for Contractor's default, if Contractor refuses or fails to comply with the terms of this Agreement or fails to make progress so as to endanger performance and does not properly cure such failure upon written notice from Contractor after a reasonable cure period. In the event of such termination, the County may proceed with the work in any manner deemed proper by County.

**7.2** After receipt of the notice of termination, Contractor shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to County and deliver in the manner as directed by County any materials, reports or other products which, if the Agreement had been completed or continued, would have been required to be furnished to County.

**7.3** After termination, County shall make payment only for Contractor's performance up to the date of termination in accordance with this Agreement and at the rates set forth in the executed Agreement or proposal accepted by the County.

**7.4** Contractor's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by Contractor; or in the event of Contractor's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, Contractor shall not be entitled to any further compensation under this Agreement, except for services rendered on goods shipped up to the date of termination.

**7.5** The rights and remedies of County provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**8.0 DISPUTES:** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties.

**8.1** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**9.0 ALTERATION OR CHANGES TO THE AGREEMENT:** The Board of Supervisors and the County Purchasing Agent and/or his designee are the only authorized County representatives who may at any time, by written order, make alterations to this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**9.1** Any claim by the Contractor for additional payment related to this Agreement shall be made in writing by the Contractor within 30 days of when the Contractor has or should have notice of any actual or claimed change in the work which results in additional and unanticipated cost to the Contractor. If the County Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the Contractor

## GENERAL CONDITIONS

pursuant to the claim. Nothing in this section shall excuse the Contractor from proceeding with performance of the Agreement even if there has been a change.

**10.0 NON-DISCRIMINATION:** CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**11.0 INDEPENDENT CONTRACTOR:** The Contractor is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the County. It is expressly understood and agreed that the Contractor (including its employees, agents and subcontractors) shall in no event be entitled to any benefits to which County employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and Contractor shall hold County harmless from any and all claims that may be made against County based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that the Contractor in the performance of this Agreement is subject to the control or direction of County merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**12.0 SUBCONTRACT FOR WORK OR SERVICES:** No contract shall be made by the Contractor with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the County; but this provision shall not require the approval of contracts of employment between the Contractor and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**13.0 INTEREST OF CONTRACTOR:** Contractor shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The Contractor warrants that it has good title to all materials or products used by Contractor or provided to County pursuant to this Agreement, free from all liens, claims or encumbrances.

**14.0 CONDUCT OF CONTRACTOR:** The Contractor covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance under this Agreement. The Contractor further covenants that no person or subcontractor having any such interest shall be employed or retained by Contractor under this Agreement. The Contractor agrees to inform the County of all the Contractor's interests, if any, which are or may be perceived as incompatible with the County's interests.

**14.1** The Contractor shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the Contractor is doing business or proposing to do business, in accomplishing the work under this Agreement.

**14.2** The Contractor or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to County employees.

**15.0 DISALLOWANCE:** In the event the Contractor receives payment under this Agreement which is later disallowed by County for nonconformance with the terms of the Agreement, the Contractor shall promptly refund



## GENERAL CONDITIONS

the disallowed amount to the County on request; or at its option the County may offset the amount disallowed from any payment due to the Contractor.

**16.0 GOVERNING LAW/SEVERABILITY:** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**17.0 LICENSING AND PERMITS:** Contractor shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the County. Contractor warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**18.0 OSHA Regulations:** Contractor shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**19.0 RIGHT TO ACQUIRE EQUIPMENT AND SERVICES:** The County reserves the right to purchase more or less than the quantities specified in this Agreement.

**20.0 PAYMENT EXTRA CHARGES, DRAFTS** - Seller shall be paid upon submission of acceptable invoices for materials and supplies delivered and accepted or services rendered and accepted. County will not pay cartage, shipping, packaging, or boxing expenses unless specified in this order. Drafts will not be honored. Invoices must be accompanied by transportation receipts, or facsimile, if transportation is payable and charged as a separate item.

**21.0 USE BY POLITICAL ENTITIES:** The Contractor agrees to extend the same pricing, terms and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the Contractor; and County shall in no way be responsible to Contractor for other entities' purchases.

**COUNTY OF RIVERSIDE**  
**GENERAL CONDITIONS - MATERIALS and/or SERVICES**

1. **INTENT** - It is the intent of these specifications to fully describe the materials and/or services required for this procurement.
2. **SPECIFICATIONS** - Bidders are expected to meet or exceed the specifications in their entirety. Each bid shall be in accordance with this specification. If materials and/or services as bid do not comply with specifications as written, bidder shall attach to bid proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that bidder proposed to meet all details of these specifications. Successful bidder delivering materials and/or services pursuant to these specifications shall guarantee that they meet specifications as set forth herein. If it is found that materials and/or services delivered do not meet requirements of this specification, the successful bidder shall be required to correct same at his own expense.
3. **QUANTITY** - The County of Riverside reserves the right to purchase more or less than quantities specified.
4. **QUALIFICATIONS** - No bidder shall be acceptable who is not a reputable and an established firm. All services provided pursuant to this specification shall be first class, meet all accepted trade practices and meet the satisfaction of the County of Riverside. No bidder shall be acceptable who is not a reputable manufacturer or manufacturer's franchised dealer of such materials submitted on this bid.
5. **SAFETY** - All services and materials which the bidder proposed to furnish to the County of Riverside must comply in all respects with the appropriate equipment and safety regulations of all regulatory commissions of the Federal Government, State of California and local government, whether such safety features and/or items of equipment have been specifically outlined in these specifications or not.
6. **PARTIAL SHIPMENTS** - Partial shipments will not be accepted by the County of Riverside unless prior approval has been given by the County prior to such shipments. Each category referenced herein shall be shipped complete.
7. **OBLIGATIONS OF THE BIDDER** - The bidder shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature whatsoever necessary to execute, complete, and deliver the work within the specified time.
8. **ENCUMBRANCES** - No materials or services for the work shall be purchased by the bidder subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by the seller. The bidder warrants that he has good title to all materials and services used by him in the work, free from all liens, claims or encumbrances.
9. **SPECIFICATIONS AND DRAWINGS** - Each bidder shall submit with his or her bid a copy of the proposed product specifications, and descriptive matter in sufficient detail to clearly describe the materials and/or service offered.
10. **AGREEMENT** - Unless stated elsewhere in this document each bid will be submitted and received with the understanding that the acceptance by the County of Riverside of the bid to furnish and deliver specified materials/services described herein shall constitute a contract between the successful bidder and the

**COUNTY OF RIVERSIDE  
GENERAL CONDITIONS - MATERIALS and/or SERVICES**

County of Riverside which shall bind the successful bidder on his or her part to furnish and deliver at the prices (bid) and in accordance with provisions of this specification.

11. **DELIVERY DELAYS** - In case the delivery of the specified materials/services under this contract are delayed due to strikes, in junctions, government controls, or by reason of any cause or circumstances beyond the control of the bidder, the terms of delivery shall be extended by a number of days to be determined in each instance by mutual written agreement between the successful bidder and the responsible buyer for the County of Riverside,

12. **WORK SHALL BE FIRST QUALITY AND MEET SATISFACTION OF THE COUNTY** - The bidder shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified necessary or proper to perform and complete all the work required by this contract within the time herein specified, in accordance with the provisions of the contract and specifications .

All work provided pursuant to these specifications shall be first class in every respect and shall conform to the manufacturer's stated specifications.

13. **SITE EXAMINATION** - The bidder shall carefully examine the site and shall familiarize himself with all existing conditions, factors and items within, the scope of the work. By the act of signing the bid, the bidder will be deemed to have made such an examination and to have accepted such conditions, and to have made allowance therefore in preparing his figure to provide a complete and operable system as shown and/or specified