

**BOARD OF PUBLIC WORKS AND SAFETY**  
**Agenda Request Form**

(Form B-01-2012)

*Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard.*

*Please make sure that your contact information is accurate in case we need to get in touch with you. The Board of Works meets on the 1st and 3rd Monday of each month at 5:15 p.m. in City Hall located at 70 E. Monroe Street.*

Date Submitted:	5/26/2015	Requested Meeting Date:	6/1/2015
		Confirmed Meeting Date:	
Received by:			
<b>Contact Information: Please provide all requested information in the fields below (Print or Type)</b>			
On Behalf of Organization or Individual:		Fire Department	
Name:	Dan McElyea	Telephone:	(317) 736-3650
Title or Position:	Chief		
E-Mail:	dmcelyea@franklin.in.gov		
Address:	1800 Thornburg Lane		
City:	Franklin	State:	IN
		ZIP:	46131
<b>Who will attend the meeting and present the request?</b>			
Name:	Dan McElyea	Telephone:	(317) 736-3650
Title or Position:	Chief		
E-Mail:	dmcelyea@franklin.in.gov		
<b>Please describe the purpose or title of your presentation.</b>			
3 quotes for defibrillator/monitors			
<b>Supporting documents: All supporting documents should be submitted with the request form.</b>			
1. Zoll			
2. SOS Technologies			
3. Physio Control			
4.			

Questions about this application or the process described should be directed to the Clerk Treasurer's Office at 70 E. Monroe Street, Franklin Indiana 46131 or by email at [jalexander@franklin.in.gov](mailto:jalexander@franklin.in.gov) or call 317-736-3609.

**Dan McElyea**  
Fire Chief

**Jim Reese**  
Deputy Chief



**Fire Department**  
1800 Thornburg Lane, Franklin, Indiana 46131  
Phone (317) 736-3650 or Fax (317) 346-9885

May 18, 2015

The City of Franklin Fire Department has reviewed the defibrillator/monitor bids as received by the three vendors (Zoll, Physio-Control, Phillips-SOS Technologies). Detailed specifications were outlined that the fire department requested be met. This is a brief summary of the review.

- **Zoll X-Series** Monitors meets all required specifications as set forth by FFD with no exceptions.

*Quote: \$85,167.24*

- **Physio-Control LifePak 15** monitor has a list of exceptions included in bid. Notably, the 15 is acceptable for adult and pediatric patients, but does not meet the standard for use in *neonatal* patients. In addition, all the CPR standards as outlined in specifications were not fully met.

*Quote: \$75,086.03*

- **Phillips MRx** monitor does not meet all the required standards and specifications as outlined in the inviting quote as sent out.

*Quote: \$60,491.73*

Sincerely,

A handwritten signature in black ink, appearing to read "D. McElyea".

Daniel McElyea  
Fire Chief



**SOS TECHNOLOGIES®**

*On your team  
...for life*

May 15, 2015

Franklin Fire Department  
Dan McElyea-Fire Chief  
Jim Reese-Deputy Fire Chief  
1800 Thornburg Lane  
Franklin, IN 46131  
Phone (317) 736-3650  
Fax (317) 346-9885

SOS Technologies, Inc. are pleased to respond to City of Franklin Fire Department's Request for quotes for Monitor/Defibrillators. This packet contains information requested within the RFQ including a SOS Technologies' Pricing information, Philips' Warranty options and Product Literature.

Since 1972, SOS Technologies has provided Emergency Lifesaving Products, Training and Workplace Safety Program Management Services to the municipal and private agencies, commercial and industrial markets we serve. Additionally, SOS Technologies is designated as a "Master Distributor" by Philips Healthcare.

Philips offers the HeartStart MRx® ALS Monitor/Defibrillator to meet the city's ALS Monitoring needs.

The choice of many local and nationally renowned EMS agencies, Philips HeartStart MRx monitor/defibrillator is designed to meet and exceed the ever-changing needs of EMS Providers. The field-upgradable MRx unites Philips' industry leading technologies with best-in-class diagnostic measurements in a single, elegantly designed and technologically advanced device. MRx is remarkable easy to operate and optimized for a variety of uses and environments.

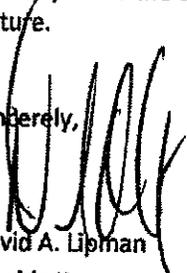
SOS Technologies values our long-standing relationships with its customers in Indiana and welcomes the opportunity to create one with the Franklin Fire Department. Our current relationships with municipal Fire/EMS in the Midwest speaks for itself. We stand firmly behind our 40+ years of experience creating value-added Fire/EMS support and services for our clients.

4900 N. Elston Avenue Chicago, IL 60630-2427 Phone: (888) 705-6100 Fax: (888) 554-6100  
[www.sos4safety.com](http://www.sos4safety.com)

SOS Technologies reserves the right to enter into a good faith negotiation for any final terms to contract. If you have any questions, please feel free to contact us by phone or email. Prices offered in this quote are valid for 90 days from May 15, 2015. Payment terms are agreed to as stipulated in the request for quote. Estimated delivery time frame will be 30 days from receipt of purchase order.

Thank you for the opportunity to submit a proposal. We look forward to working with you in the near future.

Sincerely,



David A. Lipman

President

SOS Technologies

(773) 685-8600

[dlipman@sos4safety.com](mailto:dlipman@sos4safety.com)



SOS TECHNOLOGIES®



**Purchase Order/ Remit-to Instructions:**  
 SOS Technologies  
 4900 N. Elston Avenue  
 Chicago, Illinois 60630-2427  
 Fax (773) 685-2424  
 Customer Service (773)685-8600

**PHILIPS HEARTSTART MRX DEFIBRILLATOR  
 SALES ORDER WORKSHEET**  
 Delivery Schedule Subject to Product Availability

Please fax to: SOS Technologies 773.685.2424  
 Please sign and, if necessary, include a Purchase Order

Quote valid 45 days from: 5-15-15

<b>Customer:</b> Franklin Fire Department <b>Address 1:</b> 1800 Thornburg Lane <b>Address 2:</b> <b>City/State:</b> Franklin, IN 46131	<b>Contact:</b> Chief Dan McElyea Deputy Chief Jim Reese <b>Phone:</b> 317-736-3850 <b>e-mail:</b> dmceleya@franklin.in.gov
<b>**8 YEAR AED WARRANTY**</b>	<b>Sales Rep:</b> Luke Fonash <b>Phone/fax:</b> 312-493-1067/888-554-6100 <b>e-mail:</b> lfonash@sos4safety.com

Qty	Item Description	Item	List Price (USD)	Bld Price (USD)	Extended Price (USD)
3	Heartstart MRx Cardiac Monitor/Defibrillator-Grey	M3536A	\$10,700.00	\$6,099.00	\$ 18,297.00
3	SpO2, NBP, etCO2	A23	\$9,615.00	\$5,480.55	\$ 16,441.85
3	Non-Invasive Transcutaneous Pacing	B01	\$2,350.00	\$1,339.50	\$ 4,018.50
3	12 Lead Acquisition-Includes 10 wire trunk cable, c	B02	\$4,000.00	\$2,280.00	\$ 6,840.00
3	Blue tooth 12 Lead Transmission	B06	\$2,122.00	\$1,209.54	\$ 3,628.62
3	Blue tooth Event Summary Transmission	B10	\$2,122.00	\$1,209.54	\$ 3,628.62
3	256 MB Data Card	C03	\$98.00	\$55.86	\$ 167.58
3	AC Power Module	C06	\$425.00	\$242.25	\$ 726.75
3	Black Soft Carry Case/Universal	C21	\$0.00	\$0.00	Included
3	User Guide	LP2	\$0.00	\$0.00	Included
3	User Training DVD	LP3	\$0.00	\$0.00	Included
3	75 mm Printer	B04	\$0.00	\$0.00	Included
3	2 Year Bench with Loaner Warranty	W22	\$0.00	\$0.00	Included
3	RAD-57 Handheld	9216	\$695.00	\$695.00	\$2,085.00
3	Carboxyhemoglobin (SpCO) Parameter	2296	\$2,695.00	\$2,550.00	\$7,650.00
3	Rainbow RC-1 Rainbow 20-pin Patient Cable/1 Ft.	2405	\$118.00	\$110.00	\$330.00
3	Rainbow DCI, SpO2/SpCO/SpMet 1-Box	2896	\$695.00	\$695.00	\$2,085.00
3	Water Resistant Protective Carrying Case-RED	2208	\$0.00	\$0.00	Included
3	EMS 3 year Masimo Care Protection + Extended	3472	\$693.00	\$693.00	\$2,079.00
3	RAD-57 Handheld Training DVD	6333	\$0.00	\$0.00	Included
3	Operations Manual RAD-57	31740	\$0.00	\$0.00	Included
3	Quick Reference Guide RAD-57 Config. EMS	33650	\$4.67	\$4.67	\$14.01
3	Trade In LifePak 12		-\$2,500.00	-\$2,500.00	-\$7,500.00

**TOTAL: \$60,491.73**  
 Tax Exempt

Name/Title: \_\_\_\_\_ Date: \_\_\_\_\_

Returned Goods Policy

# ZOLL®

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

May 12, 2015

Franklin Fire Department  
Chief Daniel McElyea  
1800 Thornburg Lane  
Franklin, IN 46131

RE: Quote for (3) Monitors/Defibrillators

Dear Chief Daniel McElyea:

ZOLL® Medical Corporation ("ZOLL") is pleased to provide our response to your request for information for Monitors/Defibrillators due Friday, May 15, 2015.

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

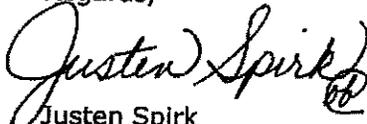
Our proposal includes the following:

- ZOLL X Series® Quotation
- ZOLL X Series® Warranty, Extended Warranty, Preventative Maintenance, & Technical Service Information
- ZOLL X Series® Literature

Thank you for the opportunity to respond to this quote. We stand ready to serve the needs of the Franklin Fire Department and look forward to the prospect of a long and mutually rewarding relationship.

If you need any further information or assistance, please do not hesitate to contact me at 937-475-9198 (mobile) or by email, [jspirk@zoll.com](mailto:jspirk@zoll.com).

Regards,



Justen Spirk  
EMS Territory Manager

JS/ob

Enclosures



**ZOLL Medical Corporation**

Worldwide Headquarters  
269 Mill Rd  
Chelmsford, Massachusetts 01824-4105  
(978) 421-9655 Main  
(800) 348-9011  
(978) 421-0015 Customer Support  
FEDERAL ID#: 04-2711626

TO: Franklin Fire Department

1800 Thornburg  
Franklin, IN 46131

Attn: Fire Chief Daniel McElyea

**QUOTATION 190442 V:2**

DATE: May 15, 2015

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

email:   
Tel: 317-736-3650  
Fax: 317-346-9885

Quote: Monitor/Defibrillators  
Due: May 15, 2015

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p><b>X Series Manual Monitor/Defibrillator \$14,995</b> with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p><b>Accessories included:</b></p> <ul style="list-style-type: none"> <li>• Six (6) foot 3- Lead ECG cable</li> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• One (1)-year EMS warranty</p> <p><b>Advanced Options:</b> <b>Real CPR Help Expansion Pack \$995</b> CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p><b>ZOLL Noninvasive Pacing Technology: \$2,550</b></p>	3	\$40,020.00	\$30,815.40	\$92,446.20 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal \$92,446.20

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).

Justen Spirk  
EMS Territory Manager  
800-242-9150, x9252



TO: Franklin Fire Department

1800 Thornburg  
Franklin, IN 46131

Attn: Fire Chief Daniel McElyea

email:   
Tel: 317-736-3850  
Fax: 317-348-9885

Quote: Monitor/Defibrillators  
Due: May 15, 2015

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**QUOTATION 190442 V:2**

DATE: May 15, 2015

TERMS: Net 30 Days

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>Masimo Pulse Oximetry</b>				
		<b>SP02 &amp; SpCO \$4,540</b> • Signal Extraction Technology (SET) • Rainbow SET ( for SpCO & SpMet)				
		<b>NIBP Welch Allyn Includes: \$3495</b> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff				
		<b>End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995</b> Orion Microstream Technology: Order required Microstream tubing sets separately				
		<b>Interpretative 12- Lead ECG: \$8,450</b> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0341	SpO2/SpCO/SpMet Rainbow Reusable Patient Cable: Connects to Single Use Sensors (4 ft)	3	\$225.00	\$173.25	\$519.75 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	3	\$495.00	\$381.15	\$1,143.45 *
4	8000-000372	SpO2/SpCO/SpMet Rainbow DCI Reusable Sensor/Cable (3 ft), Ped	3	\$465.00	\$358.05	\$1,074.15 *

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Page 2 Subtotal

\$95,183.55

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Justen Spirk  
EMS Territory Manager  
800-242-9150, x9252



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email:   
Tel: 317-736-3650  
Fax: 317-348-9885

Quote: Monitor/Defibrillators  
Due: May 15, 2015

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
5	8000-0580-01	Six hour rechargeable Smart battery	6	\$495.00	\$381.15	\$2,286.90 *	
6	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries	3	\$945.00	\$727.65	\$2,182.95 *	
7	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	3	\$157.50	\$121.28	\$363.84 *	
8	7800-0310	LifePak 12 Biphasic w/Pacing, 12 lead + 2 parameters Trade-In  <i>Trade value guaranteed only through June 30, 2015</i>	3		(\$5,000.00)	(\$15,000.00) **	
9		Estimated Shipping & Handling :				\$150.00	
						<b>TOTAL</b>	<b>\$85,167.24</b>

\*\*Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

\*Reflects Discount Pricing.

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

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Justen Spirk  
EMS Territory Manager  
800-242-9150, x9252

## 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 acknowledgment 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. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation Invoice. 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 the date 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 date 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 property 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 Commonwealth of Massachusetts 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 or render any further warranty or other services without in any way affecting 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.**

**VETERANS' 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 Commonwealth of Massachusetts. 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.



## Thank you for considering Physio-Control

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May 14, 2015

Daniel McElyea  
City of Franklin Fire Department  
Administration Headquarters  
1800 Thornburg Lane  
Franklin, IN 46131

Re: Defibrillator/Monitor Bid

Dear Mr. McElyea,

Thank you for this opportunity to respond to the emergency medical equipment needs of the City of Franklin Fire Department. Physio-Control, Inc. presents the following proposal for your consideration. Please be aware that Physio-Control, Inc. is the sole source provider in your marketplace for new LIFEPAK® devices.

Physio-Control does not authorize any resellers to sell these products or services in your marketplace. We will not fulfill orders placed by non-authorized businesses seeking to resell our products.

It has been our intent to provide the City of Franklin Fire Department with all requested information in the proper format. Additionally, we have provided complete specifications and data sheets for the LIFEPAK® 15. Please visit our website at [www.physio-control.com](http://www.physio-control.com) for additional information about our LIFEPAK product lines, ADAPTIV™ biphasic technology and the Physio-Control industry leading Field Service Network.

Physio-Control pioneered external defibrillation over 60 years ago and today continues to be the world market leader. We are passionate about the life saving tools we offer and would appreciate the opportunity to continue to share with you the unique features, technology and service benefits of Physio-Control.

If you have any questions regarding our response please contact Dariene Castro directly at (425) 867-4287.

Sincerely,

A handwritten signature in cursive script that reads "Kate Rorie".

Kate Rorie  
Pricing and Contracts Manager  
Physio-Control, Inc.  
11811 Willows Road NE  
Redmond, WA 98052-2003  
Fax: 425-867-4970  
[rs.physiocontracts-east@physio-control.com](mailto:rs.physiocontracts-east@physio-control.com)

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11140-000015	AC power cord	3.00	74.00	-14.43	59.57	178.71
11141-000115	REDI-CHARGE Base (power cord not included)	3.00	1,400.00	-273.00	1,127.00	3,381.00
11160-000001	NIBP Cuff-Reusable, Infant	3.00	21.00	-4.10	16.91	50.72
11160-000003	NIBP Cuff-Reusable, Child	3.00	24.00	-4.68	19.32	57.96
11160-000007	NIBP Cuff-Reusable, Lg Adult	3.00	33.00	-6.44	26.57	79.70
11160-000009	NIBP Cuff-Reusable X-tra Large Adult	3.00	48.00	-9.36	38.64	115.92
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	3.00	837.00	-124.22	512.79	1,538.36
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	3.00	704.00	-137.28	566.72	1,700.16
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	3.00	51.00	-9.95	41.06	123.17
11260-000039	LIFEPAK 15 Carry case back pouch	3.00	74.00	-14.43	59.57	178.71
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	3.00	289.00	-56.36	232.65	697.94
11996-000369	LIFEPAK Monitor to PC USB Cable	1.00	271.00	-52.85	218.16	218.16
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	12.00	432.00	-84.24	347.76	4,173.12
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000126 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	3.00	33,295.00	-6,492.53	26,802.48	80,407.43
Trade-in product	Trade in of LIFEPAK 12 Biphasic - 3 Feature towards the purchase of Lifepak 15	3.00	0.00	0.00	-6,000.00	-18,000.00

Subtotal USD 74,901.03  
Estimated Tax USD 0.00  
Estimated Shipping & Handling USD 185.00

**Grand Total USD 75,086.03**

**Pricing Summary Totals**  
List Price Total USD 115,405.04  
Total Contract Discounts Amount USD 0.00  
Total Additional Discounts Amount USD -22,504.01  
Trade In Discounts USD -18,000.00  
Tax + S&H USD 185.00

**GRAND TOTAL FOR THIS QUOTE  
USD 75,086.03**

TO PLACE AN ORDER, PLEASE FAX A COPY OF THE QUOTE AND PURCHASE ORDER TO: # 800-732-0956, ATTN: REP SUPPORT

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$10,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

\_\_\_\_\_  
CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

DD/02899201/11595

**Notes:**

Taxes, shipping and handling fees are estimates only and are subject to change at the time of order. Shipping and handling applies to ground transport only. Physio-Control will assess a \$10 handling fee on any order less than \$200.00.

Above pricing valid only if all items in quote are purchased (optional items not required).

To receive a trade-in credit, Buyer agrees to return the trade-in device(s) within 30 days of receipt of the replacement device(s) to Physio-Control's place of business or to an authorized Physio-Control representative. Physio-Control will provide instructions for returning the device(s) and will pay for the associated shipping cost.

In the event that trade-in device(s) are not received by Physio-Control within the 30-day window, Buyer acknowledges that this quote shall constitute a purchase order and agrees to be invoiced for the amount of the trade-in discount. Invoice shall be payable upon receipt.

Items listed above at no charge are included as part of a package discount that involves the purchase of a bundle of items. Buyer is solely responsible for appropriately allocating the discount extended on the bundle when fulfilling any reporting obligations it might have.

If Buyer is ordering service, Buyer affirms reading and accepts the terms of the Physio-Control, Inc. Technical Service Support Agreement which is available from your sales representative or <http://www.physio-control.com/uploadedFiles/products/serviceplans/TechnicalServiceAgreement.pdf>

3 Lifepak 12 Biphasic 3 Feature trade ins

Trade-in values are a function of the market value and the condition of the device at the time of trade in, thus values may be subject to change. Please note that device serial numbers are required at time of order.

**TERMS OF SALE**

**General Terms**

Physio-Control, Inc.'s acceptance of the Buyer's order is expressly conditioned on product availability and the Buyer's assent to the terms set forth in this document and its attachments. Physio-Control, Inc. agrees to furnish the goods and services ordered by the Buyer only on these terms, and the Buyer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by the Buyer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on the Buyer's purchase order or on other documents submitted to Physio-Control, Inc. by the Buyer. These terms may only be revised or amended by a written agreement signed by an authorized representative of both parties.

**Pricing**

Unless otherwise indicated in this document, prices of goods and services covered by this document shall be Physio-Control, Inc. standard prices in effect at the time of delivery. Prices do not include freight insurance, freight forwarding fees, taxes, duties, Import or export permit fees, or any other similar charge of any kind applicable to the goods and services covered by this document. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services covered by this document unless Physio-Control, Inc. receives a copy of a valid exemption certificate prior to delivery. Please forward your tax exemption certificate to the Physio-Control, Inc. Tax Department P.O. Box 97006, Redmond, Washington 98073-9706.

**Payment**

Unless otherwise indicated in this document or otherwise confirmed by Physio-Control, Inc. in writing, payment for goods and services supplied by Physio-Control, Inc. shall be subject to the following terms:

- Domestic (USA) Sales - Upon approval of credit by Physio-Control, Inc., 100% of invoice due thirty (30) days after invoice date.
- International Sales - Sight draft or acceptable (confirmed) Irrevocable letter of credit.

Physio-Control, Inc. may change the terms of payment at any time prior to delivery by providing written notice to the Buyer.

**Delivery**

Unless otherwise indicated in this document, delivery shall be FOB Physio-Control, Inc. point of shipment and title and risk of loss shall pass to the

Quote Number: 00000307