

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20030821

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Project # PB030654, the utilization (piggyback) of the City of Jacksonville, Florida Bid # SC-0492-01, for the purchase of cardiac monitoring treatment devices from Zoll Medical Corporation, for the Public Safety-EMS Division. The grand total for the 12 defibrillators, maintenance, extended warranty and accompanying accessories is \$257,183.74.

WHY ACTION IS NECESSARY: To allow Public Safety-EMS Division to equip all EMS backup and special detail units.

WHAT ACTION ACCOMPLISHES: Allow Public Safety-EMS Division to acquire cardiac monitoring/treatment devices at a reasonable cost off an existing quote with the City of Jacksonville.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C7B

3. MEETING DATE:

08-05-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Public Safety
- C. DIVISION EMS

BY: *Michael Budgee*
John Wilson
FOR

7. BACKGROUND:

On July 9, 2003, Purchasing received a request from the Public Safety-EMS Division to piggyback a bid from the City of Jacksonville, Florida with the Zoll Medical Corporation for the Procurement of cardiac monitoring devices.

(See attachments on page 2)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>Michael Budgee 7-15-03</i>	<i>Michael Budgee 7-14-03</i> <i>[Signature]</i>			<i>[Signature]</i>	OA <i>[Signature]</i> 7/16/03	OM <i>[Signature]</i> 7/16/03	Risk <i>[Signature]</i> 7/17/03	GC <i>[Signature]</i> 7/16/03	<i>IB</i> 7-18-03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *7-16-03*
Time: *3:50*

Forwarded To:
Budget
7/16/03 3:05pm

RECEIVED BY
COUNTY ADMIN: *PM*
7/15/03
COUNTY ADMIN
FORWARDED TO: *HS*
7/21/03

C

- Attachments:
- (1) Department request to piggyback
 - (2) City of Jacksonville's award notice
 - (3) Authorization to piggyback from the City of Jacksonville
 - (4) Authorization to piggyback from Zoll Medical
 - (5) Zoll Medical quotation for EMS

Memo

03 JUL 11 PM 2:39

To: Chris Jeffcoat, Buyer
From: David Kainrad, Administrative Manager *D.K.*
CC: Chris Hansen, Richard Cranford
Date: 7/9/2003
Re: Blue Sheet Request : ZOLL Purchase

Lee County EMS respectfully requests Purchasing's assistance in the preparation of a blue sheet for Board approval to purchase ZOLL cardiac monitoring / treatment devices. This will be a continuation of the previous project # PB020212 which utilized the City of Jacksonville piggyback. Project cost is \$257,183.74.

The purpose of the purchase of 12 ZOLL cardiac monitoring / treatment devices will enable EMS to have ZOLL equipment on all EMS backup and special detail units including, two ALS Non-Transport Vehicles to be staffed with EMS personnel in the very near future (Pine Island & Alva Fire Districts).

The specifics of the action requested, necessity and accomplishments are the same as the previous ZOLL blue sheet with the exception of the cost as outlined in the attached quotation from ZOLL Medical Corporation.

Attached for your convenience are the following:

- ZOLL Medical Corporation quote for 12 cardiac monitoring / treatment devices.
- A letter of authorization from ZOLL Medical Corporation confirming the competitive bid pricing extended to Lee County from the City of Jacksonville quote.
- A letter of authorization from the City of Jacksonville allowing Lee County to utilize the ZOLL quote.

The funding account strings for the project are:

KF5260100100.505221, KF5260100100.505222, KF5260100100.505280, KF5260100100.506410

Should you have any questions please do not hesitate to contact me at 335-1614.

Your assistance is appreciated and valued.

Thank you!

Attachments: (3)

ATTACHMENT 2**DEPARTMENT OF ADMINISTRATION AND FINANCE****Procurement and Supply Division****NOTIFICATION OF AWARD AND RELATED ACTIONS**

DATE: 5/12/2003

**ZOLL MEDICAL CORPORATION
KEN STILES, CONTRACTS & BIDS MGR.
32 SECOND AVENUE
BURLINGTON, MA 01803-4420**

BID: **SC-0492-01**TITLE: **CARDIAC MONITOR / DEFIBRILLATORS**

Ladies/Gentlemen:

You are a successful bidder on the above referenced bid. Bid is accepted subject to the terms, conditions and stipulations in our specifications.

Performance Bond in the amount of \$ _____ (as required in the original bid package) must be returned within 10 days from receipt of this notification. (Please include bid number on performance bond remittance)

**CONTRACT DOCUMENTS OR PURCHASE ORDER TO FOLLOW.
THIS IS NOT AN ORDER.**

Awarded as Follows:

2nd (last) renewal option used. Bid Expires July 13, 2004.

You are not a successful bidder, Bids are available for inspection in the Procurement and Supply Division.

Bid security is herewith returned; Check# _____ Amount _____

Sincerely,

JERRIE GUNDER

**117 West Duval Street, Suite 335
Jacksonville, Florida 32202
Phone: (904)630-1184 Fax: (904)630-2151**

SUBJECT: CARDIAC MONITOR / DEFIBRILLATORS

BID# SC-0492-01

OPEN DATE: 5/30/01

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SUPPLY CONTRACT - One (1) Year From Date of Award with Two (2) One (1) Year Renewal Options

FOR: FIRE/RESCUE

BASIS OF AWARD: ALL OR NONE

NUMBER OF BIDS INVITED 5 NUMBER RECEIVED 3 OTHER: 1

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

RECOMMEND APPROVAL OF AWARD IN ACCORDANCE WITH MEMO FROM OFFICE OF THE DIRECTOR OF FIRE AND RESCUE DEPARTMENT TO LOWEST CONFORMING BIDDER, ZOLL MEDICAL CORPORATION, IN THE ESTIMATED AMOUNT OF \$1,346,219.25.

ATTACHMENTS: 1) RECOMMENDATION MEMO; 2) TAB SHEET; 3) SCOPE

BUYER Jerrie Gunder RESPECTFULLY SUBMITTED [Signature]
JERRIE GUNDER Joseph H. Gibbs, Chief
Procurement and Supply

CONCURRENCE BY: CHIEF RAY ALFRED, DIRECTOR OF FIRE & RESCUE

(ALL AWARD ACTIONS SUBJECT TO AVAILABILITY OF FUNDS)

ACTION OF AWARDS COMMITTEE ON CPO RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE JUL 12 2001

OTHER _____
[Signatures]

ACTION OF AWARDING AUTHORITY _____ DATE: JUL 13 2001

APPROVED / _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION [Signature]

ATTACHMENT 3

**DEPARTMENT OF ADMINISTRATION AND FINANCE**

Procurement and Supply Division

July 9, 2003

Lee County Fire Department
ATTN: Capt. Richard Cranford
FAX: (239) 335-1638

RE: SC-0492-01 CARDIAC MONITOR / DEFIBRILLATORS

Per your request, included is a copy of the original awarded contract signed by the Award Committee for the City of Jacksonville, as well as a copy of the tabulation sheet for the above referenced project.

Please be advised that the City of Jacksonville's General Conditions allow for other cities and municipalities to utilize contracts, as long as the vendor(s) are in agreement. Please contact the vendor(s), if you wish to purchase from the agreement submitted.

Sincerely,

A handwritten signature in cursive script that reads "Jerrie Gunder".

Jerrie Gunder, Buyer
City of Jacksonville
Procurement & Supply

Attachments

CITY HALL AT ST JAMES, 117 WEST DUVAL STREET, SUITE 335
JACKSONVILLE, FLORIDA 32202
FAX (904) 630-2151

ATTACHMENT

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ZOLL

July 9, 2003

H.C. (Chris) Hansen
EMS Program Manager
14752 Ben C. Pratt /
6 Mile Cypress Parkway
Ft. Myers, Fl 33902
chrish@leegov.com

Chris,

Per your request, I would like to confirm that the pricing provided by Zoll Medical to Lee County for the purchase of defibrillator/monitors is based on the competitive bid for Jacksonville Fire and Rescue contract BID # SC-0492-01, May 30, 2001.

Please contact me if you have any questions or concerns. Thank you for considering Zoll Medical.

Sincerely,

Steve Rea

Steve Rea
South Region Manager
Zoll Medical – EMS
813-928-5011
srea@zoll.com

ZOLL

ATTACHMENT 5

ZOLL Medical Corporation

32 Second Avenue
Burlington, Massachusetts 01803-4420
U.S.A.

(781) 229-0020
(800) 348-9011
(781) 221-5679 Telefax

QUOTATION

TO: LEE COUNTY DIVISION OF PUBLIC SAFETY EMS

P.O. Box 398
14752 Ben C. Pratt/Six Mile Cypress Pkwy
Fort Myers, FL 33902-3098

Attn: **Richard Cranford**
Title: **Assistant EMS Chief**

Fax: 239-335-1638

DATE: July 2, 2003

TERMS: Net 30 Days

FOB: Destination

ITEM	MODEL NUMBER	DESCRIPTION	QTY	UNIT PRICE	DISC PRICE	TOTAL PRICE
6	8000-0749	Xtremo Pack II Carry Case for CGT with modem extension cable for 12-Lead and rear and side pockets for use with hands-free defibrillation, NIBP (price at time of initial purchase)	1	\$595.00	\$250.00	\$250.00
7	8777-9998	Preventative Maintenance Contract	33	\$175.00	N/C	N/C
8	8777-0237	MedPro w/options, Extended Warranty, 4 Year	11	\$4,658.00	N/C	N/C
9	7777-0203-01	XL Smart Ready Battery Upgrade, includes Smart Chip and indicator label	1	\$75.00	N/C	N/C
				Total List Price	\$387,333.00	
				Subtotal Page 1		\$267,183.74
					GRAND TOTAL	\$267,433.74

WE PROPOSE TO FURNISH THE ITEMS LISTED ABOVE, SUBJECT TO CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF, AND THE WRITTEN ACCEPTANCE OF THIS QUOTATION.

- DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- PRICES WILL BE F.O.B. DESTINATION.
- WARRANTY PERIOD (See above and reverse side).
- PRICES QUOTED ARE FIRM FOR 60 DAYS. (APPLICABLE TAX & FREIGHT CHARGES ADDITIONAL).
- PURCHASE ORDERS TO BE FAXED TO ZOLL CUSTOMER SERVICE AT 781-221-5679.

Kevin Jung
Kevin Jung
Territory Manager
800-242-9150, x576

ZOLL

QUOTATION

GENERAL TERMS AND 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 the 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 of 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 this 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. The prices quoted in this Quotation do not include sales tax, excise, or other similar taxes or any duties or customs charges. The Customer shall pay in addition to the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charges applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation). 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 supplied by ZOLL Medical Corporation; (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, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embedded 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 LICENSES. (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 engineer 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 8. (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.

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 nor shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such date.

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 INFRINGEMENT. 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 relating 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 device 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, 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 charge 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 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 to 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 at 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 11701 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.

ZOLL Medical Corporation