



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 WEH11144

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 804-558-0067

VENDOR

*622142154 617-229-0020
 ZOLL MEDICAL CORPORATION
 269 MILL RD
 CHELMSFORD MA 01824-4105

SHIP TO

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/09/2011				

BID OPENING DATE: 06/15/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	6	EA		465-14	\$11,084.85	\$66,509.10
THIS PRICING IS FOR ZOLL'S BID: DEFIBRILLATORS REQUEST FOR QUOTATION WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF BEHAVIORAL HEALTH AND HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, (AGENCY) IS SOLICITING QUOTATIONS FOR THE PURCHASE OF SIX (6) HOSPITAL DEFIBRILLATORS AND ONE (1) HOSPITAL AUTOMATED EXTER DEFIBRILLATOR, THE COST OF INSTALLATION, DELIVERY, TRAINING AND 5 YEAR WARRANTY ON EACH UNIT, PER THE ATTACHED SPECIFICATIONS.						
0002	1	EA		465-14	\$3,083.60	\$3,083.60
AUTOMATED EXTERNAL DEFIBRILLATOR						
0003	1	EA		465-14	Delivery: \$110.00 Training: Included	Delivery: \$110.00 Training: Included
DELIVERY, SET-UP AND TRAINING						
0004	7	EA		465-14	Included	Included
5 YEAR WARRANTY FOR EACH UNIT, EXCLUDING ACCESSORIES						

RECEIVED
 2011 JUN 14 AM 10:14
 WV PURCHASING DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Harrington/Use</i>	TELEPHONE 800-348-9011	DATE June 13, 2011
TITLE Hospital Territory Mgr	FEIN 04-2711626	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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SUPPLIER

HEALTH AND HUMAN RESOURCES
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THIS PRICING IS FOR ZOLL'S SUGGESTED BID:						
0001	6	EA		465-14	\$11,453.44	\$68,720.65
DEFIBRILLATORS						
REQUEST FOR QUOTATION						
WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF BEHAVIORAL HEALTH AND HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, (AGENCY) IS SOLICITING QUOTATIONS FOR THE PURCHASE OF SIX (6) HOSPITAL DEFIBRILLATORS AND ONE (1) HOSPITAL AUTOMATED EXTERNAL DEFIBRILLATOR, THE COST OF INSTALLATION, DELIVERY, TRAINING AND 5 YEAR WARRANTY ON EACH UNIT, PER THE ATTACHED SPECIFICATIONS.						
0002	1	EA		465-14	\$3,083.60	\$3,083.60
AUTOMATED EXTERNAL DEFIBRILLATOR						
0003	1	EA		465-14	Delivery: \$110.00 Training: Included	Delivery: \$110.00 Training: Included
DELIVERY, SET-UP AND TRAINING						
0004	7	EA		465-14	Included	Included
5 YEAR WARRANTY FOR EACH UNIT, EXCLUDING ACCESSORIES						

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05/09/2011				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THIS PRICING IS FOR ZOLL'S ALTERNATIVE SUGGESTED BID:						
0001	6	EA		465-14	\$11,517.57	\$69,105.40
DEFIBRILLATORS						
REQUEST FOR QUOTATION						
WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES, BUREAU OF BEHAVIORAL HEALTH AND HEALTH FACILITIES, WELCH COMMUNITY HOSPITAL, (AGENCY) IS SOLICITING QUOTATIONS FOR THE PURCHASE OF SIX (6) HOSPITAL DEFIBRILLATORS AND ONE (1) HOSPITAL AUTOMATED EXTERNAL DEFIBRILLATOR, THE COST OF INSTALLATION, DELIVERY, TRAINING AND 5 YEAR WARRANTY ON EACH UNIT, PER THE ATTACHED SPECIFICATIONS.						
0002	1	EA		465-14	\$10,793.25	\$10,793.25
AUTOMATED EXTERNAL DEFIBRILLATOR						
0003	1	EA		465-14	Delivery: \$115.00 Training: Included	Delivery: \$115.00 Training: Included
DELIVERY, SET-UP AND TRAINING						
0004	7	EA		465-14	Included	Included
5 YEAR WARRANTY FOR EACH UNIT, EXCLUDING ACCESSORIES						

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SIGNATURE <i>James Harrington</i>	TELEPHONE 800-348-9011	DATE June 13, 2011
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GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

*622142154 617-229-0020
 ZOLL MEDICAL CORPORATION
 269 MILL RD
 CHELMSFORD MA 01824-4105

BUYER

HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/09/2011				
BID OPENING DATE: 06/15/2011		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>INQUIRIES:</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 05/25/2011. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR E-MAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p> <p>TARA LYLE DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305</p>						

SIGNATURE		TELEPHONE		DATE
<i>James Harrington / use</i>		800-348-9011		June 13, 2011
TITLE	FEBN	ADDRESS CHANGES TO BE NOTED ABOVE		
Hospital Territory Mgr	04-2711626			

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 ROBERTA WAGNER
 304-558-0067

PROPERTY

*622142154 617-229-0020
 ZOLL MEDICAL CORPORATION
 269 MILL RD
 CHELMSFORD MA 01824-4105

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HEALTH AND HUMAN RESOURCES
 WELCH COMMUNITY HOSPITAL
 454 MCDOWELL STREET
 WELCH, WV 24801 304-436-8710

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05/09/2011				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>FAX: 304-558-4115 E-MAIL: TARA.L.LYLE@WV.GOV</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>THIS TEAM EXHIBIT HAS BEEN REPLACED BY THE ONLINE VERSION WHICH IS AVAILABLE HERE: HTTP://WWW.STATE.WV.US/ADMIN/PURCHASE/VRC/VENPREF.PDF</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>James Harrington III</i>	TELEPHONE 800-348-9011	DATE June 13, 2011
TITLE Hospital Territory Mgr	FEIN 04-2711626	ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED: SEALED BID BUYER:-----RW/22----- RFQ. NO.:-----WEH11144----- BID OPENING DATE:-----06/15/2011----- BID OPENING TIME:-----1:30 PM----- PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: 978-421-0005 (fax) 800-348-9011 (phone) CONTACT PERSON (PLEASE PRINT CLEARLY): James Harrington						
***** THIS IS THE END OF RFQ WEH11144 *****						TOTAL: <u>see below</u> ZOLL's Bid: \$69,702.70 ZOLL's Suggested Bid: \$71,914.25 ZOLL's Alternative Suggested Bid: \$80,013.65

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>James Harrington Use</i>	TELEPHONE 800-348-9011	DATE June 13, 2011
TITLE Hospital Territory Mgr	FEIN 04-2711626	ADDRESS CHANGES TO BE NOTED ABOVE

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PROCUREMENT SPECIFICATIONS
WEH11144

The Acquisition and Contract Administration Section of the Purchasing Division "State on behalf of the West Virginia Department of Health and Human Resources, Bureau of Behavioral Health and Health Facilities, and Welch Community Hospital "Agency" is soliciting quotations for the purchase of six (6) hospital defibrillators and one (1) hospital Automated External Defibrillator (AED).

Part I

Six (6) hospital defibrillators proposed for this opportunity shall comply with the following specifications:

A. General Requirements:

1. Unit weight, including defibrillator, patient cable, Alternating Current (AC) power supply and battery shall not exceed 15.0 pounds.
2. The defibrillator must be designed in a manner such that the battery can be replaced by a typical caregiver in a matter of seconds without the need for tools.
3. AC power must be a standard, internal feature of the defibrillator; detachable AC modules are not an acceptable alternative.
4. When attached to an AC power source, the defibrillator must fully operate without a battery installed.
5. The defibrillator must fully operate with a completely discharged battery when attached to an AC power source.
6. The defibrillator must charge its battery when connected to an AC power source.
7. The defibrillator must have a recorder capable of printing multiple channels when in manual mode.
8. The recorder must be capable of printing Code Summary Reports; continuous Electrocardiogram (ECG) rhythm, Code, Event, and Alarm-related ECGs; code readiness test logs; code readiness test detail reports; and the troubleshooting log when in manual mode.

9. The defibrillator must have a discharge button that illuminates when the unit is charged and ready to deliver a shock.
10. The defibrillator must perform a self-test at power up.
11. Where installed, the handles of the external hard paddles and their attachment mechanism, shall support the weight of the defibrillator in a manner suitable for lifting the unit.
12. These six units must be covered under a five (5) year warranty.
13. The six units must be delivered within thirty (30) days of receipt of the approved purchase order.
14. Training must be provided by vendor to all hospital employees.

B. ECG Monitoring Requirements

1. Defibrillator must be able to acquire an ECG by way of standard ECG electrodes (in a 3 or 5 lead configuration) when in manual mode, paddles when in manual mode, multi-function defibrillation pads, and resuscitation electrodes.
2. ECG cables must utilize standard Association for the Advancement of Medical Instrumentation (AAMI) connectors.
3. Defibrillator must have the ability to record and display multiple ECG leads when in manual mode.
4. The defibrillator shall have the ability to monitor and display the ECG in multiple vectors while performing transthoracic pacing without requiring the attachment of separate ECG electrodes and leads.
5. The defibrillator must have a clearly labeled, dedicated button (switch or key) for changing ECG lead displayed and recorded when in manual mode.
6. The defibrillator must continuously indicate the lead selected on the display and printed ECG recordings when in manual mode.
7. The defibrillator must provide a filter that removes chest compression artifact from the ECG signal.
8. The defibrillator must have pacemaker detection capability.

9. The defibrillator must display a pacer spike on the printed ECG recordings.
10. The defibrillator must detect heart rates up to 300 beats per minute (+/- 5%).
11. The defibrillator must have the ability to print ECG recordings upon the activation of a heart rate alarm when in manual mode.
12. The defibrillator must have a configuration that triggers an alarm and displays a "check patient" message upon the detection of ventricular fibrillation.

C. Display Requirements

1. The defibrillator must have a color display.
2. The display must be no less than 6.5 inches diagonally.
3. The defibrillator must have the ability to simultaneously display 3 channels of physiologic information when in manual mode.
4. The displayed channels must be able to show ECG leads, physiologic parameters (i.e. pulse oximetry), and chest compression performance.
5. At least two of the displayed channels shall be user selectable during a code event.
6. Each channel must minimally present a 5 second view.
7. The AED mode must have the ability to display heart rate, waveform, Saturation of Peripheral Oxygen (SpO2) and messaging.
8. The user must have the ability to configure the AED display.

D. Defibrillator Requirements

1. The unit must utilize a biphasic defibrillation waveform in both AED and Manual Mode.
2. The defibrillator shall provide AED, manual and shock advisory operating modes.
3. The AED and advisory protocols shall comply with the recommendations in the American Heart Association's Guidelines 2010 (<http://guidelines.ecc.org/2010-guidelines-for-cpr.html>) for chest compressions (Cardio Pulmonary Resuscitation [CPR]) first.

4. The AED and advisory protocols shall comply with the recommendations in the American Heart Association's Guidelines 2010 for single shocks.
5. The defibrillator must provide for synchronized cardioversion in manual mode.
6. At the maximal energy setting, the defibrillator must have an average current delivered in the first phase not less than the following.

25 Ω	50 Ω	100 Ω	125 Ω	150 Ω	175 Ω
27.1 amps	24.9 amps	17.5 amps	16.2 amps	14.4 amps	13.2 amps

7. The defibrillator must provide for user-configurable fixed and escalating energy capabilities in both manual and advisory modes.
8. The defibrillator shall recognize compatible pediatric electrodes and alter energy setting for the initial and subsequent shocks to a pediatric-specific energy delivery protocol.
9. The defibrillator's pediatric capabilities must include discreet energy settings of 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 joules.
10. The time for the defibrillator to charge to maximal energy shall not exceed 7 seconds.
11. The following information shall be displayed on, and stored with, defibrillation-related ECG recordings: selected energy, delivered energy and patient impedance.

E. Transthoracic Pacing requirements (Manual Mode)

1. The defibrillator must have an option for transthoracic (external) pacing.
2. The defibrillator must employ a 40 msec (+/- 2ms), rectilinear waveform for transthoracic pacing.
3. The defibrillator must permit the configuration of an initial pacing rate.
4. Transthoracic pacing controls must provide for continuously variable current delivery levels and pacing rates.
5. Transthoracic pacing shall provide a 4:1 function that permits operators to examine an underlying rhythm of a paced patient without losing capture.
6. Transthoracic pacing settings for current delivery and rates must be maintained when switching between pacing and defibrillation, or pacing and monitoring modes.

7. The defibrillator shall have the ability to monitor and display the ECG in multiple vectors while performing transthoracic pacing without requiring the attachment of separate ECG electrodes and leads.
8. Transthoracic pacing must not be interrupted by the loss of an ECG lead.

F. Chest Compression Support Requirements

1. The defibrillator must have the ability to support the delivery of quality chest compressions during CPR efforts.
2. The defibrillator must have an integrated CPR quality indicator that displays how well chest compression delivery meets American Heart Association recommendations.
3. The defibrillator must provide a filter that removes chest compression artifact from the ECG signal.
4. The defibrillator shall verbally and visually prompt the start and stop of chest compression cycles.
5. The defibrillator shall verbally and visually prompt the user to push harder when compressions fail to meet American Heart Association recommendations for depth.
6. The defibrillator shall verbally and visually indicate when chest compression depth is adequate as defined by American Heart Association recommendations.
7. The defibrillator shall provide an audible prompt (i.e. metronome) that meets the American Heart Association's recommendations for rate of compression.
8. In a manual operating mode for Advanced Life Support (ALS) trained responders, the rate prompting shall operate in a manner such that it is activated when the compression rate falls below the American Heart Association recommendations.

G. Code Readiness Testing Requirements

1. The defibrillator must perform a self-test at power up.
2. The defibrillator must have a code readiness testing function.
3. The defibrillator code readiness test must not require a separate test fixture.
4. The defibrillator code readiness test must operate in either a manual or automatic mode.

5. The defibrillator must employ a prominent, two-state [Pass-Fail] indicator to signify its state of code readiness; simple indicators (i.e. Light Emitting Diodes [LEDs]) are not an acceptable alternative.
6. The defibrillator code readiness test must evaluate the functional status of the defibrillator, pacer, and ECG capabilities of the unit along with the status of the therapy cables, compatible resuscitation electrodes, and paddles.
7. The electrode component of the defibrillator readiness test must confirm its presence and proper connection, and monitor its expiration date and condition.
8. The defibrillator code readiness test must operate when attached to paddles or compatible resuscitation electrodes.
9. Should a defibrillator fail a code readiness test, it must display all causative items.
10. The defibrillator must have the ability to automatically print the results of a code readiness test.
11. The results of each code readiness test, automatic or manual, must be stored on the defibrillator in nonvolatile memory.
12. The defibrillator must have the ability to print a log of all code, readiness test results stored in the defibrillator.
13. The defibrillator must have the ability to display and print the detailed results of any code readiness test stored in the defibrillator.

H. Battery Requirements

1. The defibrillator shall use a rechargeable lithium ion battery with a minimal capacity of 5.8 amp/hrs.
2. The battery shall store a history of its use and maintenance.
3. The defibrillator battery shall have an indicator of runtime; capacity indicators (i.e. 100%, 75%, 50%, etc.) are not an acceptable substitute.
4. The defibrillator battery shall have separate calibration and fault indicators.

I. Pulse Oximetry Requirements

1. The defibrillator must have an option for pulse oximetry.
2. The pulse oximetry must employ signal extraction technology.

3. The pulse oximetry must have documented minimal sensitivity and specificity levels of 99% and 97%, respectively under motion conditions.
4. The pulse oximetry must have a saturation accuracy of +/- 2% in adult and pediatric patients under non-motion conditions.
5. The pulse oximetry must have a saturation accuracy of +/- 3% in adult and pediatric patients under motion conditions.

J. I/O Requirements

1. The defibrillator must provide a 1.0 C/cm ECG output with a < 25 msec delay.
2. The defibrillator must provide an ECG output a 0 to 5 volts (Transistor-transistor Logic [TTL] Level) trigger pulse of 10 msec that occurs within 35 msec of the R wave peak.
3. The defibrillator must have an ECG synch input of 0 to 5 volts (TTL Levels) of 5 to 15 msec in duration.
4. Defibrillator shall have an integrated slot that accepts a commercially available Type II, compact flash card.
5. The defibrillator shall offer USB 2.0 device and host ports.

K. Storage Requirements

1. The defibrillator must have the ability to store clinical data that includes: a summary of the code, chest compression data, code-related ECG recordings, and a full disclosure file.
2. The defibrillator must store defibrillator maintenance data that includes: a troubleshooting log that annotates keystrokes, prompts and warning messages on a first-in first-out basis; a readiness test log that records the results of code readiness tests whether performed manually or automatically; and readiness test log detail that records the pass-fail details of individual readiness tests.

L. Communication and Transfer Requirements

1. The defibrillator shall have the ability to transmit clinical (code summary, chest compression, code-related ECGs, and full disclosure) and maintenance-related files via the Institute of Electrical & Electronic Engineers (IEEE) 802.11 wireless networking standard.
2. The defibrillator shall have the ability to transmit time synchronized clinical files in an ad hoc mode to a device running compatible code documentation software.

3. The defibrillator shall have a capability to transmit a wireless alert (via 802.11 wireless networking) when its state of code readiness is found to be compromised.
4. The defibrillator shall be capable of transferring the clinical data files to a compact flash card.
5. The defibrillator shall be capable of transferring maintenance-related files to a compact flash card.

M. Battery Charging and Test Station Requirements

1. There must be a battery charging and test station (battery station) available for the defibrillator battery.
2. The battery station shall produce no less than 200 watts of power.
3. The battery station shall simultaneously charge and test no less than 4 batteries.
4. The battery station shall automatically calibrate compatible lithium ion batteries after 500 amp/hrs of use or every 12 months.
5. The battery station shall minimally provide the following maintenance protocols: Quick-Charge, Float-Charge, Auto-Test and Manual Test.
6. The battery station shall provide a test button for each battery well.
7. The well for each battery shall have separate indicators for charging, charging completed, test in progress, and fault.
8. The battery station shall be able to download the use and maintenance history of compatible lithium ion batteries.
9. The battery station shall be able to communicate the use and maintenance history of a battery to a PC running compatible battery management software package.

N. Battery Management Software Package

1. A compatible battery management software package shall be available from the defibrillator vendor.
2. The battery management software package shall provide the ability to examine the state of charge, state of health, and total throughput for each compatible battery.

3. The battery management software package shall provide the following details on a compatible battery's state of health: capacity at full charge, capacity loss, and estimated runtime at full charge.
4. The battery management software shall have the capability to select the capacity test pass-fail threshold for each compatible battery.
5. The battery management software shall have the capability to print service labels for compatible batteries that contains date of service and key state of health indicators.
6. The battery management software shall store the use and maintenance history for each compatible battery in an organization's fleet.
7. The battery management software shall provide troubleshooting capabilities.
8. The battery management software shall provide the capability to perform searches on an organization's fleet of batteries.

Part II Hospital Automated External Defibrillator (AED) Specifications

One (1) AED proposed for this opportunity shall comply with the following specifications:

A. General Requirements:

1. Unit weight, including AED, patient cable and battery, shall not exceed 8.0 pounds.
2. The unit must be designed in a manner such that the battery can be replaced by a typical caregiver in a matter of seconds without the need for tools.
3. The AED must be recorder capable.
4. The recorder must be able to print code summary report.
5. The AED must have a discharge button that illuminates when the unit is charged and ready to deliver a shock.
6. The AED must meet design standards of AAMI DF-80, EN 60-601-1, and EN 60601-L-4.
7. The AED must be covered under a five (5) year warranty.
8. The AED must be delivered within thirty (30) days of receipt of the approved purchase order.

9. AED training must be provided by vendor to all hospital employees.

B. ECG Monitoring Requirements:

1. The AED must have patient connector capability to monitor CPR and defibrillator.
2. The AED input selector must be fully defibrillator protected.
3. The AED must detect heart rates up to 300 beats per minute (+/- 5%).
4. The AED must utilize automatic gain control LCD for ECG size.

C. Display Requirements:

1. The AED must have a color display.
2. The display must be no less than 3.00 inches wide and 2.5 inches high.
3. The AED must have a visual time of 3 seconds.
4. The AED must display heart rate, ECG waveform, text prompts, CPR bar graph, battery gauges, elapse time and number of shocks delivered.

D. Event Documentation:

1. The AED must have internal non-volatile memory.
2. The AED must have 20 minutes of audio recording of ECG, operator and device actions.
3. The AED must have 7 hours of ECG data or up to four patient records without audio recording.
4. The AED must have Event Review and reporting Code Rest Code Review software version 3.30 or higher.

E. Defibrillator:

1. The AED must utilize a biphasic defibrillation waveform.
2. The AED and Advisory Protocols shall comply with recommendations in the American Heart Association's Guidelines 2010 for compressions (CPR) first.
3. The AED and Advisory protocols shall comply with the recommendations in the American Heart Association's Guidelines 2010 for single shocks.

4. At the maximal energy setting, the AED must have an average current delivered in the first phase not less than the following:

25Ω	50Ω	100Ω	125Ω	150Ω	175Ω
27.1 amps	24.9 amps	17.5 amps	16.2 amps	14.4 amps	13.2 amps

5. The AED shall recognize pediatric electrodes and alter energy setting for the initial and subsequent shocks to a pediatric-specific energy delivery protocol.
6. The time for the AED to change to maximal emergency shall not exceed 10 seconds.
7. The AED must auto analyze and change 3 times with programmable energy level selector, screens prompts and voice prompts.
8. The AED must have one piece electrodes that provide feedback on rate and depth of compressions.
9. The AED shall evaluate electrode connects and patient ECG to determine if defibrillation is required.
10. The AED must have shockable rhythms of ventricular fibrillation with amplitude > 100 uV and wide complex tachycardia with rates greater than 150 bpm (adult) and > 200 bpm (pediatrics).
11. The AED shall have defibrillation pads impedance with measurement range of 10-30 ohms.
12. The AED must have audible voice prompts and text messages that guide user through complete sequence of operation.
13. The AED shall have on/off, shock and softkeys control.

F. Battery Option:

1. The AED must have rechargeable batteries with recharge time of 4 hours or less with provided charger.
2. The battery must deliver 170 defibrillator discharges at maximum energy or 6 hours of continuous ECG monitoring.
3. The AED must have option of utilization of disposable batteries with operating time of 300 defibrillator charges at maximum energy or 13 hours continuous ECG monitoring.

Welch Community Hospital

WEH11144 Defibrillator Cost Sheet

THIS PRICING IS FOR ZOLL'S BID:

Description	Quantity	Cost Per Unit	Total Cost
1. Defibrillator	6	\$11,084.83	\$66,509.10
2. AED	1	\$3,083.60	\$3,083.60
3. Delivery, set-up and training.	1	\$110.00	\$110.00
4. 5 year warranty for each unit excluding accessories	7	Included	Included
Grand Total			\$69,702.70

Grand Total \$69,702.70

Evaluation & Award Criteria:

Award will be made to the lowest vendor meeting all the specifications.

ZOLL Medical Corporation

Company Name

James Harrington/ise
Signature

June 13, 2011

Date

Welch Community Hospital

WEH11144 Defibrillator Cost Sheet

THIS PRICING IS FOR ZOLL'S SUGGESTED BID:

Description	Quantity	Cost Per Unit	Total Cost
1. Defibrillator	6	\$11,453.44	\$68,720.65
2. AED	1	\$3,083.60	\$3,083.60
3. Delivery, set-up and training.	1	\$110.00	\$110.00
4. 5 year warranty for each unit excluding accessories	7	Included	Included
Grand Total			\$71,914.25

Grand Total \$71,914.25

Evaluation & Award Criteria:

Award will be made to the lowest vendor meeting all the specifications.

ZOLL Medical Corporation

Company Name

James Harrington / hse
Signature

June 13, 2011

Date

Welch Community Hospital

WEH11144 Defibrillator Cost Sheet

THIS PRICING IS FOR ZOLL'S ALTERNATIVE SUGGESTED BID:

Description	Quantity	Cost Per Unit	Total Cost
1. Defibrillator	6	\$11,517.57	\$69,105.40
2. AED	1	\$10,793.25	\$10,793.25
3. Delivery, set-up and training.	1	\$115.00	\$115.00
4. 5 year warranty for each unit excluding accessories	7	Included	Included
Grand Total			\$80,013.65

Grand Total \$80,013.65

Evaluation & Award Criteria:

Award will be made to the lowest vendor meeting all the specifications.

ZOLL Medical Corporation

Company Name

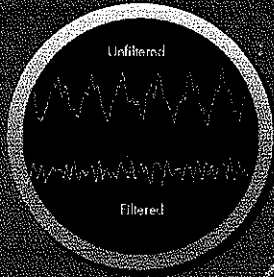
James Hamilton Hise
Signature

June 13, 2011

Date

RescueNet® Link

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

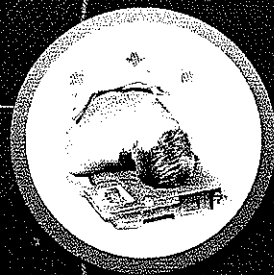
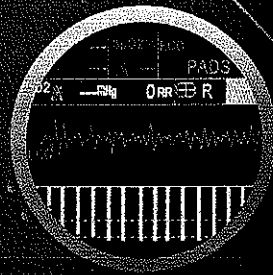


See-Thru CPR®

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

Real CPR Help®

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

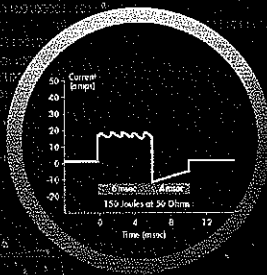


AutoPulse®

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

Rectilinear Biphasic™

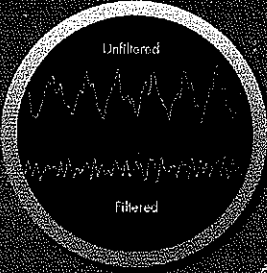
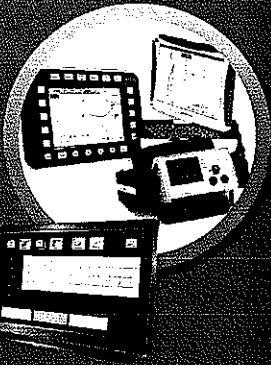
High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – II. Request for Quotation

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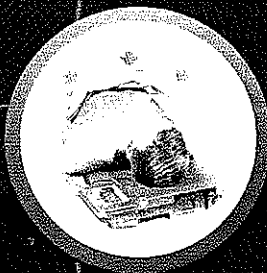
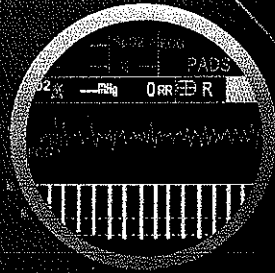


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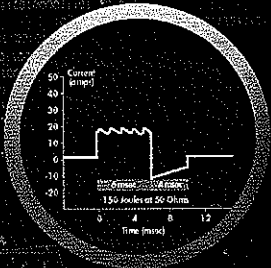


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Section – I. Cover Letter



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

RFQ No. WEH11144 for the State of West Virginia (Welch Community Hospital)

ZOLL Medical Corporation Response to Request for Quotation for Defibrillators and Automated External Defibrillators due June 15, 2011 at 1:30 PM

Table of Contents

Section – I. Cover Letter

Section – II. Request for Quotation

Section – III. Quotation

Section – IV. Warranty Information

Section – V. Literature/Product Information



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

June 10, 2011

Roberta Wagner
State of West Virginia
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RE: RFQ No. WEH11144 for Defibrillators and Automated External Defibrillators for Welch Community Hospital

Dear Ms. Wagner:

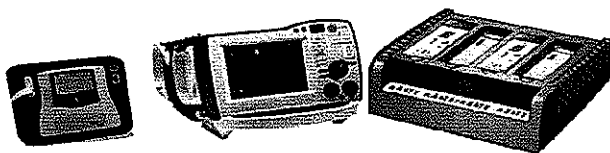
ZOLL® Medical Corporation ("ZOLL") is pleased to provide our response to your Request for Quotation for Defibrillators and Automated External Defibrillators for Welch Community Hospital, due June 15, 2011 at 1:30 PM.

In an interest to provide you with the most appropriate equipment for the Welch Hospital, ZOLL has created 3 quotations: Bid, Suggested Bid and Alternative Suggested Bid.

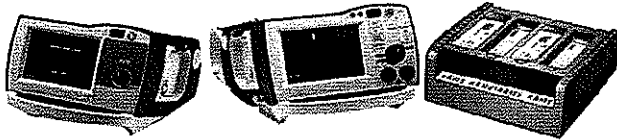
Quote marked **Bid 92008 V:1**: Provides an AED and 6 Manual Hospital defibrillators with Analyze feature, both devices have full CPR coaching ability. Note this quote does not include disposables and battery exerciser/recharger, not requested in the bid.



Quote marked **Suggested Bid 92011 V:1**: Provides an AED and 6 Manual Hospital defibrillators with Analyze feature, both devices have full CPR coaching ability. Note this quote does include disposables and battery exerciser/recharger, strongly suggested, charger works for both devices.



Quote marked **Suggested Bid Alternative 92012 V:1**: Provides a full featured manual defibrillator that presents itself initially as an AED (R Series Plus), as well as, 6 Manual Hospital defibrillators with Analyze feature R Series ALS, both devices have full CPR coaching ability. Note this quote does include disposables and battery exerciser/recharger, strongly suggested if all defibs to be used on crash carts, charger works for both devices.



Thank you for the opportunity to respond to this RFQ. We stand ready to serve the needs of the State of West Virginia and Welch Community Hospital, and we 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 call me at 800/242-9150 x9281. I can also be reached via cell at 804-337-0917 or via email at jharrington@zoll.com.

Regards,

A handwritten signature in cursive script that reads "James Harrington Hse".

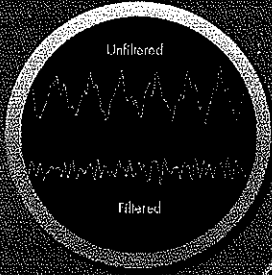
James Harrington
Hospital Territory Manager

JH/hse

Enclosures

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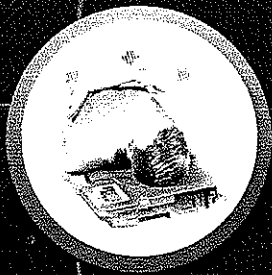
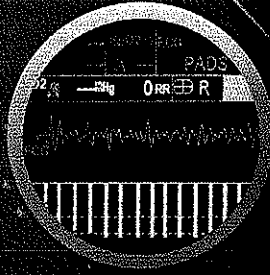


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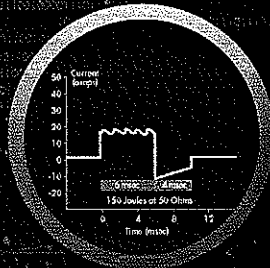


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Rectilinear Biphasic™

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



Section – III. Quotations



**GUIDELINES
2010 READY**

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: Welch Community Hospital

454 McDowell Street
Welch, WV 24801

Attn: **Roberta Wagner**

Tel: 304-558-0067

QUOTATION 92008 V:2

DATE: June 10, 2011

TERMS: 2% 15, Net 30 Days

FOB: Destination **

FREIGHT: Prepay and Add

**RFQ No. WEH11144 for Defibrillators for
Welch Community Hospital
Due June 15, 2011 at 1:30 PM**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
ZOLL's Bid:						
1	90110202499991010	AED Pro Semi-Auto/Manual with Voice Recording Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, five year factory warranty, limited lifetime outer housing warranty. (If the customer desires voice recording, item #1 can be replaced with this AED which includes voice recording).	1	\$4,340.00	\$2,821.00	\$2,821.00 *
2	8900-0800-01	CPR-D-padz® one piece electrode pad with Real CPR Help®. Supplied with gloves, barrier mask, scissors, razor, wet wipe and dry wipe. Five (5) year shelf-life.	1	\$169.00	\$109.85	\$109.85 *
3	8900-0810-01	pedi-padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi-padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	1	\$95.00	\$61.75	\$61.75 *
4	8000-0299-01	M Series/AED Pro Battery (not upgradeable to Smart Battery)	1	\$140.00	\$91.00	\$91.00 *

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 \$3,083.60

- DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
- PRICES WILL BE F.O.B. DESTINATION.
- PRICES QUOTED ARE FIRM FOR 60 DAYS.
- APPLICABLE TAX, FREIGHT CHARGES & ORDER PROCESSING FEES ADDITIONAL
- ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
- FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
- ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
- PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

James Harrington
Hospital Territory Manager
800-242-9150, x9222



**GUIDELINES
2010 READY**

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TO: Welch Community Hospital

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FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	30120000001110012	R Series ® ALS with Expansion Pack Defibrillator includes: \$10,660 <ul style="list-style-type: none"> • Real-CPR-Help® for ALS • See-Thru ® -CPR filter and Compression Index • OneStep system with CPR cable • Code Readiness testing system • Defib Mentor familiarization aid • Rectilinear biphasic technology • OneStep 3 lead ECG cable with AHA markings • Advisory Defibrillation (Guidelines 2005-compatible) • Built-in test, compact flash and USB port • WiFi (802.11) compatibility - modem required • Integrated AC Power (120 VAC/60 Hz) • 5.8 Ah lithium ion battery pack ordered separately • 5-year hospital warranty OneStep Pacing includes: \$2,550 <ul style="list-style-type: none"> • OneStep Pacing Cable (also supports CPR) • One-Step Cable Manager & ECG leads 	6	\$13,210.00	\$10,700.10	\$64,200.60 **
6	8019-0535-01	SurePower™ Rechargeable Lithium Ion Battery Pack <ul style="list-style-type: none"> • 5.8 Ah Capacity • High density lithium ion chemistry • RunTime™ Indicator • Automatic calibration ready • Stores history of use and maintenance 	6	\$475.00	\$384.75	\$2,308.50 **
7	8900-0214-01	OneStep Complete Resuscitation Electrode (8 per case)	1	\$680.00	\$550.80	Optional **

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Page 2 Subtotal \$69,592.70

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2. PRICES WILL BE F.O.B. DESTINATION.
3. PRICES QUOTED ARE FIRM FOR 60 DAYS.
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5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
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James Harrington
Hospital Territory Manager
800-242-9150, x9222



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QUOTATION 92008 V:2

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FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
8	8050-0030-01	SurePower™ Charging Station ▪ 4 Charging bays ▪ Multiple chemistry compatible ▪ 200 watt capacity ▪ Graphic driven user interface ▪ RS-232 communication port * Standard one (1) year warranty	1	\$2,275.00	\$1,660.75	Optional **
9		Estimated Delivery Charges... (Does not reflect actual charges at time of shipment)	1			\$110.00
*Reflects Discount Pricing.						
**Reflects Premier 90% Committed Level Pricing Contract # PP-CA-164 (signed LOC required to access this pricing)						
TOTAL						\$69,702.70

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Tel: 304-558-0067

QUOTATION 92011 V:2

DATE: June 10, 2011

TERMS: 2% 15, Net 30 Days

**RFQ No. WEH11144 for Defibrillators for Welch
Community Hospital due June 15, 2011 at 1:30
PM**

FOB: Destination **

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
ZOLL's Suggested Bid:						
1	90110202499991010	AED Pro Semi-Auto/Manual with Voice Recording Includes: Backlit LCD screen, soft carry case, rugged over-molded outer housing, multi-patient internal memory, IrDA port, operator guide, five year factory warranty, limited lifetime outer housing warranty. (If the customer desires voice recording, item #1 can be replaced with this AED which includes voice recording).	1	\$4,340.00	\$2,821.00	\$2,821.00 *
2	8900-0800-01	CPR-D-padz® one piece electrode pad with Real CPR Help®. Supplied with gloves, barrier mask, scissors, razor, wet wipe and dry wipe. Five (5) year shelf-life.	1	\$169.00	\$109.85	\$109.85 *
3	8900-0810-01	pedi-padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi-padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	1	\$95.00	\$61.75	\$61.75 *
4	8000-0299-01	M Series/AED Pro Battery (not upgradeable to Smart Battery)	1	\$140.00	\$91.00	\$91.00 *

Page 1 Subtotal \$3,083.60

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7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

James Harrington
Hospital Territory Manager
800-242-9150, x9222



**GUIDELINES
2010 READY**

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: Welch Community Hospital

454 McDowell Street
Welch, WV 24801

Attn: **Roberta Wagner**

Tel: 304-558-0067

QUOTATION 92011 V:2

DATE: June 10, 2011

TERMS: 2% 15, Net 30 Days

FOB: Destination **

FREIGHT: Prepay and Add

**RFQ No. WEH11144 for Defibrillators for Welch
Community Hospital due June 15, 2011 at 1:30
PM**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	30120000001110012	R Series ® ALS with Expansion Pack Defibrillator includes: \$10,660 <ul style="list-style-type: none"> • Real-CPR-Help® for ALS • See-Thru ® -CPR filter and Compression Index • OneStep system with CPR cable • Code Readiness testing system • Defib Mentor familiarization aid • Rectilinear biphasic technology • OneStep 3 lead ECG cable with AHA markings • Advisory Defibrillation (Guidelines 2005-compatible) • Built-in test, compact flash and USB port • WiFi (802.11) compatibility - modem required • Integrated AC Power (120 VAC/60 Hz) • 5.8 Ah lithium ion battery pack ordered separately • 5-year hospital warranty OneStep Pacing includes: \$2,550 <ul style="list-style-type: none"> • OneStep Pacing Cable (also supports CPR) • One-Step Cable Manager & ECG leads 	6	\$13,210.00	\$10,700.10	\$64,200.60 **
6	8019-0535-01	SurePower™ Rechargeable Lithium Ion Battery Pack <ul style="list-style-type: none"> • 5.8 Ah Capacity • High density lithium ion chemistry • RunTime™ Indicator • Automatic calibration ready • Stores history of use and maintenance 	6	\$475.00	\$384.75	\$2,308.50 **
7	8900-0214-01	OneStep Complete Resuscitation Electrode (8 per case)	1	\$680.00	\$550.80	\$550.80 **

Page 2 Subtotal

\$70,143.50

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James Harrington
Hospital Territory Manager
800-242-9150, x9222



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269 Mill Rd
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(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

TO: Welch Community Hospital

454 McDowell Street
Welch, WV 24801

Attn: **Roberta Wagner**

Tel: 304-558-0067

QUOTATION 92011 V:2

DATE: June 10, 2011

TERMS: 2% 15, Net 30 Days

RFQ No. WEH1144 for Defibrillators for Welch
Community Hospital due June 15, 2011 at 1:30
PM

FOB: Destination

**

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
8	8050-0030-01	SurePower™ Charging Station ▪ 4 Charging bays ▪ Multiple chemistry compatible ▪ 200 watt capacity ▪ Graphic driven user interface ▪ RS-232 communication port * Standard one (1) year warranty	1	\$2,275.00	\$1,660.75	\$1,660.75 **
9		Estimated Delivery Charges... (Does not reflect actual charges at time of shipment)	1			\$110.00
*Reflects Discount Pricing.						
**Reflects Premier 90% Committed Level Pricing Contract # PP-CA-164 (signed LOC required to access this pricing)						
TOTAL						\$71,914.25

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FEDERAL ID#: 04-2711626

TO: Welch Community Hospital

454 McDowell Street
Welch, WV 24801

Attn: **Roberta Wagner**

Tel: 304-558-0067

QUOTATION 92012 V:2

DATE: June 10, 2011

TERMS: 2% 15, Net 30 Days

FOB: Destination **

FREIGHT: Prepay and Add

**RFQ No. WEH11144 for Defibrillators for Welch
Community Hospital due June 15, 2011 at 1:30
PM**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<u>ZOLL's Alternative Suggested Bid:</u>				
1	30620000001130013	R Series ® Plus Defibrillator includes: \$10,300 • Guidelines 2005-compatible AED w/ manual override • Real-CPR-Help® for ALS • OneStep system with CPR cable • Code Readiness testing system • Rectilinear biphasic technology • One Step 3 lead ECG cable with AHA markings • Built-in test port • Integrated AC Power (120 VAC/60 Hz) • 5.8 Ah lithium ion battery pack ordered separately • 5-year hospital warranty OneStep Pacing includes: \$2,550 • OneStep Pacing Cable (also supports CPR) • One-Step Cable Manager & ECG leads	1	\$12,850.00	\$10,408.50	\$10,408.50 **

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Page 1 Subtotal \$10,408.50

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QUOTATION 92012 V:2

DATE: June 10, 2011

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**RFQ No. WEH11144 for Defibrillators for Welch
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PM**

FOB: Destination

**

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
2	30120000001110012	R Series® ALS with Expansion Pack Defibrillator includes: \$10,660 <ul style="list-style-type: none"> • Real-CPR-Help® for ALS • See-Thru® -CPR filter and Compression Index • OneStep system with CPR cable • Code Readiness testing system • Defib Mentor familiarization aid • Rectilinear biphasic technology • OneStep 3 lead ECG cable with AHA markings • Advisory Defibrillation (Guidelines 2005-compatible) • Built-in test, compact flash and USB port • WiFi (802.11) compatibility - modem required • Integrated AC Power (120 VAC/60 Hz) • 5.8 Ah lithium ion battery pack ordered separately • 5-year hospital warranty OneStep Pacing includes: \$2,550 <ul style="list-style-type: none"> • OneStep Pacing Cable (also supports CPR) • One-Step Cable Manager & ECG leads 	6	\$13,210.00	\$10,700.10	\$64,200.60 **
3	8019-0535-01	SurePower™ Rechargeable Lithium Ion Battery Pack <ul style="list-style-type: none"> • 5.8 Ah Capacity • High density lithium ion chemistry • RunTime™ Indicator • Automatic calibration ready • Stores history of use and maintenance 	8	\$475.00	\$384.75	\$3,078.00 **
4	8900-0214-01	OneStep Complete Resuscitation Electrode (8 per case)	1	\$680.00	\$550.80	\$550.80 **

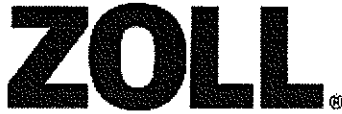
Page 2 Subtotal

\$78,237.90

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FOB: Destination

**

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	8050-0030-01	SurePower™ Charging Station <ul style="list-style-type: none"> ▪ 4 Charging bays ▪ Multiple chemistry compatible ▪ 200 watt capacity ▪ Graphic driven user interface ▪ RS-232 communication port * Standard one (1) year warranty 	1	\$2,275.00	\$1,660.75	\$1,660.75 **
6		Estimated Delivery Charges... (Does not reflect actual charges at time of shipment)	1			\$115.00
*Reflects Discount Pricing.						
**Reflects Premier 90% Committed Level Pricing Contract # PP-CA-164 (signed LOC required to access this pricing)						
TOTAL						\$80,013.65

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Hospital Territory Manager
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**EXHIBIT A-2
PARTICIPATING MEMBER DESIGNATION FORM**

SELLER: Zoll Medical Corporation
 CONTRACT NUMBER: PP-CA-164
 PRODUCT CATEGORY: External Defibrillators and Related Products

1. **Tier.** The undersigned Participating Member hereby designates the following desired tier under the above-referenced Premier Purchasing Partners, L.P. Group Purchasing Agreement:

a. Select one Tier by initialing below

Member Initials	PARTICIPATION TIERS	TOTAL PRODUCT PURCHASES (PER CALENDAR YEAR)
	TIER 1	0 to <80% of Annual Spend
	TIER 2	>80% to <90% of Annual Spend
	TIER 3	>90% of Annual Spend

2. **Aggregation Pricing Option.** By initialing where indicated below, the undersigned Participating Member or Participating Member group purchasing organization ("GPO") hereby elects to invoke the Aggregation Pricing Option whereby such Participating Member which operates multi-facility systems and has the ability to coordinate the purchasing decisions of such facilities, or such entity that has an established network of facilities for purposes of group purchasing, shall be entitled to aggregate the purchasing volume within their respective systems and networks in order to meet the tier designated in Item 1 above. In order to invoke this election, the undersigned must be a Participating Member that is able to coordinate the purchasing decisions of the facilities it wishes to aggregate or a GPO with members that are Participating Members. Attached hereto as Schedule 1 is a list of all such facilities. The undersigned Participating Member or GPO shall be responsible for updating such list on an annual basis. The undersigned Participating Member or GPO hereby elects to invoke the Aggregation Pricing Option: **Participating Member's (or GPO's) Initials:** _____

3. **Annual Reviews.** Seller and Participating Member may conduct annual reviews of designated level of participation. If a Participating Member falls below the designated level, Seller will issue written notice to Purchasing Partners and Participating Member. If Participating Member does not bring its aggregate participation to the designated level within 90 days after receiving a notice, Seller may, as its sole remedy, change the Participating Member's pricing to a pricing tier that Seller determines is appropriate by providing written notification to Purchasing Partners and Participating Member. If at a later date, Seller determines that the Participating Member's participation changes, Seller shall reinstate the level of pricing designated by this PMDF.

The undersigned Participating Member hereby acknowledges and confirms the above designations.

Hospital/GPO _____
 Print Name of Person Signing _____
 Signature _____
 Title of Person Signing _____
 Phone Number _____
 E-mail Address _____
 Date Signed _____
 Entity Code _____
 Print Name of Participating Member/GPO _____
 Address _____
 City and State _____

Seller _____
 Print Name of Person Signing _____
 Signature _____
 Title of Person Signing _____
 Date Signed _____

Upon completion, please submit this form to both Seller and Premier.

Seller Information –
ZOLL Medical Corporation
 Attn: Contracts Dept.
 Fax: 978-421-0005

Premier, Inc. –
 Fax: 704.733.4895

**EXHIBIT A-2
PARTICIPATING MEMBER DESIGNATION FORM**

SELLER: Zoll Medical Corporation
CONTRACT NUMBER: PP-CA-164
PRODUCT CATEGORY: External Defibrillators and Related Products

SCHEDULE 1

**LIST OF PARTICIPATING MEMBER'S (or GPO's) FACILITIES
(For Purposes of Implementing the Aggregation Pricing Option)**

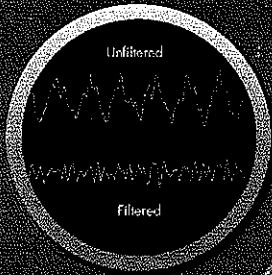
**[TO BE COMPLETED BY THE PARTICIPATING MEMBER OR GPO
AND UPDATED ON AN ANNUAL BASIS]**

System name: _____

Premier Entity Code	Participating Facility Name	City	ST	Phone Number	Contact Name

RescueNet® Link

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

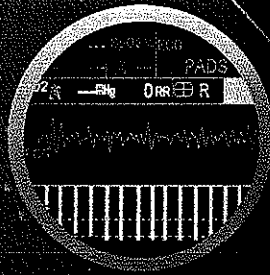


See-Thru CPR®

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

Real CPR Help®

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

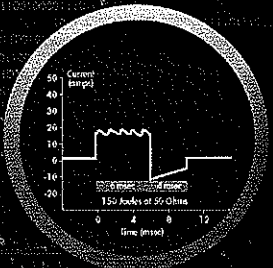


AutoPulse®

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

Rectilinear Biphasic™

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



Section – IV.

Warranty Information

Hospital Five Year Factory Warranty

ZOLL Medical Corporation warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, whichever first occurs, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period for 5 Years.

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.

The Factory Warranty covers the Equipment (Defibrillators and Battery Chargers) for 5 Years from the date of shipment from ZOLL Medical Corporation's facility for the following: all parts and labor, all shipping and insurance costs, and a Service Loaner at no charge for use during the repair.

Accessories (cables, paddles, SpO2 sensors, single battery chargers and electrodes) shall be warranted for 90 days from 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 accessories 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.

ZOLL Medical Corporation shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL 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) This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. (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 OF FITNESS FOR A PARTICULAR PURPOSE.

AED Pro Five-Year Limited Product Warranty

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the Equipment (constituting the Defibrillator) will be free from defects in material and workmanship under normal use and service for the period of five (5) years from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the Equipment. A Service Loaner is provided at no charge for use during the repair.

During such five-year period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the Equipment found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

Accessories (constituting the carry case and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

ZOLL shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the Equipment with any associated or complementary Equipment, accessory or software not supplied by ZOLL (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the Equipment other than in accordance with ZOLL's instructions.

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories. The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory, known as "firmware").

The foregoing warranty constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the Equipment supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE.

ZOLL's maximum liability arising out of the sale of the Products (Equipment and related accessories and disposables) or their use, whether based upon warranty, contract, tort or otherwise, shall not exceed the actual payments received by ZOLL in connection therewith. ZOLL shall not be liable for any incidental, special or consequential loss, damage or expense (including without limitation lost profits) directly or indirectly arising from the sale, inability to sell, use or loss of use of any Product (however caused and on any theory of liability), even if ZOLL has been advised of the possibility of such loss. The foregoing limitations shall not apply to any claims for bodily injury or death to the extent that limitation of damages for such claims is unenforceable or against public policy under any applicable statute or rule of law.

Technical Support and Service

ZOLL Medical Corporation provides technical assistance through our Technical Support Department. Should the ZOLL equipment require service, contact the Technical Support Department directly.

Hours of Coverage

Technical Support is available through our Technical Support Help Desk by calling **1- 800-348-9011**, Monday through Friday from **8:30 AM to 6:00 PM EST**.

The Technical Support Representative will require the following pertinent information to open a Service Request:

- Unit Serial Number
- Description of the complaint
- Department where the equipment is being used
- Patient information if applicable
- ECG strips if available
- Purchase Order number if the device is out of warranty

This information will assist us in performing a full evaluation when the product is received at our Depot. You will be given an RMA number to track the return of your product.

Emergency Service

Technical Support is available on an emergency basis 7 days a week during the hours not covered during a normal business day. Emergency Support is available by calling **1-800-348-9011**.

Service Loaners

A Service Loaner is available at no charge during the repair analysis process and is shipped to arrive before 10 AM the next business day. ZOLL pays for the shipping and insurance of the customer unit and the Service Loaner while the unit is under Factory or Extended Warranty.

Repairs

Repair service is provided via Depot Repair at ZOLL Corporate in Chelmsford, MA.

Service is performed by factory trained Service Repair Technicians. Each unit is certified by successfully completing the 6 Month Checkout Procedure as detailed in the appropriate Service Manual, applying a Calibration sticker, and returning the product with a Warranty Repair Form indicating the work performed. As an ISO 9000 certified facility, we retain training records on each employee and are committed to providing the highest level of quality in the servicing of all ZOLL products.

Non Warranty Return for Service

If a device is out of warranty and is returned to ZOLL for service, the Service Depot will evaluate the device to determine if a repair is needed. ZOLL will perform a comprehensive evaluation which could take several hours to complete. If ZOLL's evaluation does not warrant the device to be repaired, an evaluation charge shall apply. ZOLL's Service evaluation charge is a minimum of three (3) hours of Labor plus shipping of the device.

If the evaluation warrants the device to be repaired, the total cost of the repair will include parts, labor and shipping. If you choose to decline the repair, the evaluation charge will then apply.

Hourly Labor Rates

Our current Depot Repair Rate is \$150 per hour. This rate is subject to change October 1st of each year.

Overtime Hours and Rates

There is no additional cost for overtime on Depot repaired items.

On-site Service

Repairs are performed in our Repair Depot at ZOLL Corporate in Chelmsford, MA. We do not offer on-site service but will provide loaners within 24 hours.

Replacement Parts

All replacement and repair exchange parts are typically available for shipment on the next business day following the request.

Repair Exchange (R/X) Program

The Repair Exchange program allows you to purchase "Repair Exchange Parts" at 50% off List Price. When an order is shipped for a "Repair Exchange Part", you will receive an invoice at full list price. Once the defective "Part" is returned, if the "Part" is repairable, you will receive a credit for 50% off the List Price of the Invoice. If the "Part" is not repairable, you will be expected to pay the invoice at list price.

Guaranteed Parts Availability

ZOLL guarantees parts for seven (7) years from the last date of manufacture.

Guaranteed Service Turnaround Time

As an ISO 9000 certified facility we are constantly trying to improve our turnaround time while maintaining a high quality of repair. You can expect a less than 10 business day turnaround on repairs. A Service Loaner is available at no charge while the product is being repaired.

Guaranteed Equipment Uptime

You can expect 99% uptime based on typical use and the arrival of a Free Service Loaner by 10 AM the next business day.

OPTIONAL SERVICE CONTRACT PROGRAMS

Preventive Maintenance Programs

Preventive Maintenance programs can be purchased to maintain the superior performance of your ZOLL equipment. In most areas, ZOLL has either an authorized 3RD Party Biomedical Representative who have been factory trained or a ZOLL Field Support Representative to provide Preventive Maintenance on site at the Customer's location. These representatives are dispatched by the ZOLL Technical Support Contracts Department based on contract requirements. Upon completion of the Preventive Maintenance, the Field Representative will provide the customer with a Service Repair form for the work that was completed.

In the event that on site PM service is not available in your area, arrangements will be made to send the devices to ZOLL Chelmsford Service Depot for service. A service loaner or loaners will be shipped to the customer's location for use during the time the units are in the ZOLL Service Depot.

ZOLL recommends that Preventive Maintenance be performed twice per year or every six (6) months.

Extended Warranty Programs

ZOLL Medical offers a variety of Extended Warranty programs. These programs are designed to help you to budget your maintenance costs and protect you against price increases. An Extended Warranty can be purchased at any time by contacting ZOLL Technical Support Contracts Department.

Biomedical/Service Training Program

ZOLL Technical Support offers a two-day training and certification program, which will enable the attendees to repair and calibrate the defibrillator. This can be purchased through your local ZOLL Sales Representative.

Rental Equipment

Rental Equipment is available for rental purposes on a monthly basis. This can be purchased through our Technical Support Department.

State of West Virginia **VENDOR PREFERENCE CERTIFICATE**

Certification and application* is hereby made for Preference in accordance with *West Virginia Code*, §5A-3-37. (Does not apply to construction contracts). *West Virginia Code*, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the *West Virginia Code*. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

- Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,

4. Application is made for 5% resident vendor preference for the reason checked:

- Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

- Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (*West Virginia Code*, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: ZOLL Medical Corporation

Signed: _____

Date: June 13, 2011

Title: Hospital Territory Mgr

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

RFQ No. WEH11144

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

Under penalty of law for false swearing (*West Virginia Code §61-5-3*), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

WITNESS THE FOLLOWING SIGNATURE

Vendor's Name: ZOLL Medical Corporation

Authorized Signature: [Signature] Date: June 10, 2011

State of Massachusetts

County of Middlesex, to-wit:

Taken, subscribed, and sworn to before me this 10 day of June, 2011.

My Commission expires Dec. 30, 2013

AFFIX SEAL HERE

NOTARY PUBLIC [Signature]

