SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Fire
Prepared by: Danielle Ferrigno, Management Analyst  City Manager Approval: J. March

SUBJECT: RESOLUTION AUTHORIZING THE PURCHASE OF THREE (3) CARDIAC MONITOR/DEFIBRILLATORS THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH ZOLL MEDICAL CORPORATION, AT A PRICE NOT TO EXCEED $99,000

RECOMMENDATION: Adopt Resolution.

BACKGROUND: Recent enhancements in the Marin County Emergency Medical Services (EMS) policies and procedures have included changes that make the use of a 12-lead electrocardiogram (EKG) necessary to give certain medications and determine the proper destination for patients. Currently, the San Rafael Fire Department’s three (3) ambulances use Zoll E-Series cardiac monitor/defibrillators, which are capable of acquiring a 12-lead EKG.

The E-Series monitor/defibrillators were purchased in 2006 and are now well beyond the end of their five to seven year lifecycle and due for replacement. However, the Departments engines and trucks are outfitted with an even older model of cardiac monitor/defibrillators, the Zoll M-Series (15 years old), which does not have the 12-lead EKG capability at all. When these monitor/defibrillators were purchased this type of treatment was in its infancy and therefore, was not an absolute necessity in the management of patients in the field.

Now, however, the use of 12-lead EKG has become commonplace in EMS systems across both the region and the state, and the need has arisen for all units to be capable of completing this type of treatment. Recognizing the need for new devices, Fire Department staff has been pursuing a variety of options to upgrade the department’s inventory of cardiac monitor/defibrillators over the past two years. These efforts have included pursuing grants and donation opportunities.

ANALYSIS: Staff proposes to trade in the Zoll M-Series models currently used on three (3) of the Department’s apparatuses, replacing them with the three Zoll E-Series models on the City’s ambulances temporarily while the Department continues with its plans to upgrade the cardiac monitor/defibrillators in the following year. The Department would purchase three (3) new Zoll X-Series monitor/defibrillators for use on the ambulances.

The decision to start the necessary upgrade at this time is due to the increase in maintenance and reliability issues caused by the age of the units. Additionally, the purchase of the Zoll X-series cardiac monitor/defibrillator is available at a favorable price through a cooperative purchasing agreement that

FOR CITY CLERK ONLY

File No.: ____________________________

Council Meeting: ______________________

Disposition: ________________________
would allow the City of San Rafael to “piggy-back” on an existing competitively awarded contract with Zoll Medical Corporation, contract # YH11129, awarded by the League of Oregon Cities (LOC), in conjunction with National Purchasing Partners LLC (NPP). Staff recommends purchase of the new cardiac monitor/defibrillators through this cooperative purchasing program. Section 2.55.260 of the San Rafael Municipal Code authorizes purchases under a cooperative purchasing program such as this without a separate competitive bidding process.

In addition to the favorable pricing, the net cost is further reduced by a trade-in credit of $3,000, for each of the three units being retired.

**FISCAL IMPACT:**
The department is proposing to purchase a total of three (3) defibrillators at a cost of 98,977.50, net of trade-in credits. The Fire Department has accumulated sufficient funds in Fund 206, the Fire Equipment Replacement Fund to support this purchase.

**OPTIONS:**
1. The City Council may choose to adopt the proposed resolution.
2. The City Council may choose to reject the proposed resolution.
3. The City Council may direct staff to take other steps, prior to pursuing the purchase of this equipment.

**ACTIONS REQUIRED:** Staff recommends that the City Council adopt the resolution.

**ATTACHMENTS:**
1. Resolution
2. Zoll Medical Corporation Quote
RESOLUTION NO. __________

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN RAFAEL AUTHORIZING THE PURCHASE OF THREE (3) CARDIAC MONITOR/DEFIBRILLATORS THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH ZOLL MEDICAL CORPORATION, AT A PRICE NOT TO EXCEED $99,000

WHEREAS, in 2014, the San Rafael Fire Department responded to over 7,500 calls for service, of which over half (70%) were Emergency Medical Service (EMS) incidents; and

WHEREAS, cardiac monitor/defibrillators are used on every EMS response, often in harsh environments, and as a result these devices should be replaced every five to seven years; and

WHEREAS, the Fire Department's Zoll model M-Series and Zoll model E-Series cardiac monitors/defibrillators are due for replacement, and Staff has recommended they be replaced with upgraded models that provide a bevy of improved features such as improved data collection, enhanced technology for collecting and migrating vital signs into electronic patient reports, and on-board CPR feedback that will assist the San Rafael Fire Department in improving the standard of care offered within its operating area; and

WHEREAS, at this time Staff is recommending the purchase of three (3) replacement cardiac monitors/defibrillators from vendor Zoll Medical Corporation, by "piggybacking" onto a competitively awarded bid from the League of Oregon Cities through the National Purchasing Partners Cooperative Purchasing Program. Section 2.55.260 of the San Rafael Municipal Code authorizes purchases through such a cooperative purchasing agreement without conducting a competitive bidding process; and

WHEREAS, there are sufficient funds available in the Fire Equipment Replacement fund to support the proposed purchase;

NOW, THEREFORE, BE IT RESOLVED that the City Council does hereby authorize the purchase of up to three (3) cardiac monitor/defibrillators from Zoll Medical Corporation, through a cooperative purchasing agreement procured by the League of Oregon Cities through a competitive bidding process, in a total amount not to exceed $99,000.

BE IT FURTHER RESOLVED that funds for this purchase will be appropriated from the Fire Equipment Replacement Fund.

I, ESTHER C. BEIRNE, Clerk of the City of San Rafael, hereby certify that the foregoing Resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held the 16th day of March, 2015, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

ESTHER C. BEIRNE, City Clerk
TO: San Rafael Fire Department  
1039 C Street  
San Rafael, CA 94901  
Attn: Jeff Rowan, Battalion Chief  
Email: jeff.rowan@cityofsanrafael.org  
Tel: 415-485-3144

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: San Rafael Fire Department  
1039 C Street  
San Rafael, CA 94901  
Attn: Jeff Rowan, Battalion Chief  
Email: jeff.rowan@cityofsanrafael.org  
Tel: 415-485-3144

<table>
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<tr>
<th>ITEM</th>
<th>MODEL NUMBER</th>
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<th>UNIT PRICE</th>
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</table>
| 1    | 601-2231011-01 | X Series ® Manual Monitor/Defibrillator $14,995 with 4 trace tri-mode display monitor/defibrillator/printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories included:  
• Six (6) foot 3-lead ECG cable  
• MFC cable  
• M/F CPR connector  
• A/C power adapter/ battery charger  
• A/C power cord  
• One (1) roll printer paper  
• 6.6 Ah Li-ion battery  
• Carry case  
• Declaration of Conformity  
• Operator’s Manual  
• Quick Reference Guide  
• One (1)-year EMS warranty  

Advanced Options:  
Real CPR Help Expansion Pack $995  
CPR Dashboard quantitative depth and rate in real time, release indicator, interruption time, perfUSion performance Indicator (PPI)  
• See - Thru CPR artifact filtering  

ZOLL Noninvasive Pacing Technology: $2,550  
Masimo Pulse Oximetry

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.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.  
2. PRICES QUOTED ARE VALID UNTIL FEBRUARY 15, 2015.  
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.  
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.  
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.  
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.  

Page 1  Subtotal $92,446.20

Stephen Grant  
EMS Territory Manager  
415-971-7142
**TO:** San Rafael Fire Department  
1039 C Street  
San Rafael, CA 94901  

**Attn:** Jeff Rowan, Battalion Chief  

**mail:** jeff.rowan@cityofsanrafael.org  
**Tel:** 415-485-3144

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## QUOTATION 172106 V:7

**DATE:** January 30, 2015

**TERMS:** Net 30 Days

**FOB:** Shipping Point

**FREIGHT:** Prepay and Add

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### 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

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###ITEM MODEL NUMBER DESCRIPTION

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| 1    | 8000-0341    | SpO2&SpCO $4,540  
  - Signal Extraction Technology (SET)  
  - Rainbow SET (for SpCO & SpMet)  
  NIBP Welch Allyn includes: $3495  
  - Smartcuff 10 foot Dual Lumen hose  
  - SureBP Reusable Adult Medium Cuff  
  End Tidal Carbon Dioxide monitoring (ETCO2) $4,995  
  Ordon Microstream Technology: Order required Microstream tubing sets separately  
  Interpretative 12-Lead ECG: $8,450  
  - 12-Lead one step ECG cable- includes 4-Lead limb lead cable and removable precordial 6-Lead set |
|      | 3            | 225.00      | 173.25 | 519.75     |            |             |
|      | 8000-000371  | SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft) |
|      | 3            | 495.00      | 381.15 | 1,143.45   |            |             |
|      | 8000-0580-01 | Six hour rechargeable Smart battery |
|      | 6            | 495.00      | 381.15 | 2,286.80   |            |             |
|      | 8300-0250-01 | SurePower Charger Adapter |
|      | 6            | 97.00       | 74.69  | 448.14     |            |             |

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5. **FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.**
6. **ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.**
7. **PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.**
TO: San Rafael Fire Department

1039 C Street
San Rafael, CA 94901

Attn: Jeff Rowan, Battalion Chief

s email: jeff.rowan@cityofsanrafael.org

Tel: 415-485-3144

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FEDERAL ID#: 04-2711626

QUOTATION 172106 V:7

DATE: January 30, 2015

ITEM MODEL NUMBER DESCRIPTION QTY. UNIT PRICE DISC PRICE TOTAL PRICE

6 8900-0400 CPR statpadz HVP Multi-Function CPR Electrodes - 8 pair/case 1 $560.00 $431.20 $431.20

7 8000-000472-01 Multi-Tech Cell Modem Kit, CDMA, Verizon, US 3 $595.00 $446.25 $1,338.75

8 8700-0730-01 AutoPulse® System with Pass Thru - Generates consistent and uninterrupted chest compressions, offering improved blood flow during cardiac arrest. Includes Backboard, User Guide, Quick Reference Guide, Shoulder Restraints, Backboard Cable Ties, Head Immobilizer, Grip Strips, In-service Training DVD, and one year warranty. 1 $10,995.00 No Charge No Charge

9 8700-0752-01 AutoPulse® Li-Ion Battery - for use with the AutoPulse Platform. 3 $825.00 No Charge No Charge

10 8700-000758-01 AutoPulse® Soft Carry Case - with battery pocket 1 $395.00 No Charge No Charge

11 8700-0753-01 AutoPulse® SurePower Charger, U.S. Charges and automatically conditions two (2) NiMH or Li-Ion batteries and automatically verifies battery charge level. Includes User Guides and U.S Power Cord. Standard one (1) year warranty. 1 $1,795.00 No Charge No Charge

12 8700-0712-01 AutoPulse® Soft Stretcher - Extrication stretcher suitable to move patient while AutoPulse is deployed. 1 $129.00 No Charge No Charge

Subtotal $98,614.39

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ITEM  MODEL NUMBER  DESCRIPTION  QTY.  UNIT PRICE  DISC PRICE  TOTAL PRICE
13  8700-0706-01  LifeBand® 3 pack - Single-use chest compression band. (3 per package)  1  $375.00  No Charge  No Charge

14  Estimated Tax...9.25%  $9,163.11

15  Estimated Freight...  $200.00

16  4001-9930  ZOLL M-Series Biphasic w/Pacing + 3 parameters (includes CCT) Trade-In  3  ($3,000.00)  ($9,000.00) **

*Reflects Discount Pricing.*

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

TOTAL  $98,977.50

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6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Buyer the goods, accessories, and other items described in the 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 of this Quotation by the Buyer shall constitute a binding agreement between ZOLL Medical Corporation and the Buyer. ZOLL Medical Corporation reserves the right to reject 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 a prior offer, such acceptance is hereby included as part of this order. (10) Except as otherwise specified by ZOLL Medical Corporation, the Software is furnished as a part of this order.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier. All risk of loss or damage to the Equipment during transportation shall be borne by ZOLL Medical Corporation. The Buyer shall indemnify ZOLL Medical Corporation against all claims, damages, and expenses incurred by ZOLL Medical Corporation in connection with or arising out of the Equipment.

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

4. CREDIT APPROVAL. All shipments and deliveries shall be made at all times subject to the approval of ZOLL Medical Corporation. ZOLL Medical Corporation reserves the right to refuse delivery of all or any part of any order and to assign credit limits and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Quotation. If ZOLL Medical Corporation determines that the Buyer's credit worthiness is unsatisfactory, ZOLL Medical Corporation may cancel the order in whole or in part and return any deposit or advance payment theretofore made by the Buyer. ZOLL Medical Corporation shall be under no obligation to accept the return of any goods, and in the event of such return ZOLL Medical Corporation shall be entitled to collect or retain from the Buyer any funds owed by ZOLL Medical Corporation to the Buyer.

5. RIGHTS OF ZOLL MEDICAL CORPORATION. ZOLL Medical Corporation shall have the right to use any inventions, discoveries, or developments resulting from the performance of the Equipment and to improve or modify the Equipment and also to have the right to disclose and use information concerning the Buyer's business, operations, and affairs, including but not limited to the Buyer's use of the Equipment, the manner in which the Equipment is used, the cost of operation and maintenance of the Equipment, and the data obtained from the Equipment. ZOLL Medical Corporation also reserves the right to use any confidential information received from the Buyer in connection with the use of the Equipment, and to disclose such information to its customers, suppliers, or agents, or to any other third party as ZOLL Medical Corporation may deem necessary or appropriate.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the date of installation of thirty (30) days after the date of manufacture of the Equipment, that the Equipment shall 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 a period of thirty (30) days from the date of installation of the Equipment. The warranty shall be null and void if the Equipment is repaired or altered in any manner, whether by the Customer or any other person, or if the Equipment is not used for its intended purpose, or if the Equipment is subjected to misuse, neglect, or abuse. The warranty shall not apply to any consumables or accessories included with the Equipment.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of this order 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 grant any right or interest therein to any third party, or authorize any person or entity to use the Software in any manner, 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 to sell, lease, assign, sublicense, distribute, or otherwise transfer any right to the Software or any part thereof, without the prior written consent of ZOLL Medical Corporation. (d) Customer shall use the Software only for its intended purpose and in accordance with the instructions furnished by ZOLL Medical Corporation.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of the Equipment or accessories due to circumstances beyond its control, 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 facilities, or any other contingency or cause or condition, whether existing at the time of the execution of this Agreement or arising thereafter, and any delay occasioned by such circumstances shall be deemed to be a reasonable time for the performance of the Equipment. 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 delivery shall be extended for a 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 to Customers on any reasonable and equitable basis. The delivery date set forth in this Quotation is approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such 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 VIOLATION OF THIS AGREEMENT, WHETHER SUCH LOSS OR DAMAGE RESULTS FROM THE ACTS OR OMISSIONS OF ZOLL MEDICAL CORPORATION OR ITS EMPLOYEES OR AGENTS OR FOR ANY BREACH OF ANY PROVISION OF THIS AGREEMENT OR THE CONTRACT OR THE PURCHASING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HEREUNDER, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, OR OTHERWISE.

10. PATENT INFRINGEMENT. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for any infringement of any United States patents or any other foreign patents by or on account of the use of any parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation reasonable access to information and 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 infringement suit without its written consent.

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 after receipt of Equipment. If the amount so notified is in accordance with the allowable shortage. All claims for shortages affecting the equipment shall be filed in accordance with the appropriate federal regulation.

12. RETURNS AND CANCELLATION. (a) The Customer shall return any Equipment for credit or warranty purposes to ZOLL Medical Corporation. (b) The Customer shall be responsible for all reasonable costs incurred in connection with ZOLL Medical Corporation's return of such Equipment.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts and shall be construed in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between the parties, and any prior agreement or understanding is hereby incorporated into this Quotation. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Buyer the Equipment described in this Quotation.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to this 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 local, state and federal laws and regulations applicable to the installation of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF RIGHTS. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services within any product warranty or service contract, or to extend credit to the Customer, or to perform any obligation hereunder, whether expressed or implied. ZOLL Medical Corporation shall not be liable for any delay in delivery of the Equipment or any other failure to perform any obligation hereunder, whether expressed or implied, in the event of any such suit. ZOLL Medical Corporation may elect to make any change in the delivery date or to take any steps to avoid the occurrence of any such default. In the event of such change in delivery date 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 selected Equipment, subject to the appropriate list price.