

Contract Amendment Abstract

Contract Amendment Information

Contract Title: Cardiac monitors, AEDs trade values, accessories, and the performance of preventative maintenance and repairs

Amendment Summary: Amend section 1.1 Heading to include Exhibit C-ALS/BLS Software Solutions Master Application Service Provider Agreement; remove and replace Exhibit A-Pricing with updated Exhibit A-Pricing to reflect updated line item; Add Exhibit C-ALS/BLS Software Solutions Master Application Service Provider Agreement

Contract Number: 449466 Amendment Number: 1 Request Number: A2022071

Type of Contract: IDIQ Contract **Requires Council Legislation:** Yes

High Risk Contract (Per Finance Department Contract Risk Management Policy): No

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 10/2/2019 Contract Expiration Date: 10/1/2024 Contract Term: 60 Months

Previous Estimated Contract Life Value: \$2,500,000.00

Amendment Value: \$0

Fund: 30003*

New Estimated Contract Life Value: \$2,500,000.00

BU: 503400*

* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: Sole Source

Procurement Staff: John Stewart BAO Staff: Christopher Wood

Procuring Department: Fire Department(s) Served: Fire

Prime Contractor Information

Prime Contracting Firm: Zoll Medical Corporation Phone #: 9012129677 ISN#: 1761

Address: 269 Mill Rd City: Chelmsford State: MA Zip: 01879

Prime Contractor is a Uncertified/Unapproved: SBE SDV MBE WBE (check if applicable)

Prime Company Contact: Lynn Isaacs Email Address: lisaacs@zoll.com

Prime Contractor Signatory: Kurt Sandstrom **Email Address:** ksandstrom@zoll.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service-Disabled Veteran Business Program:

N/A Amount: N/A Percent, if applicable: N/A

Procurement Non-Discrimination Program:

Program Not Applicable Amount: N/A Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise:

No Amount: N/A Percent, if applicable: N/A

* Amounts and/or percentages are not exclusive

B2GNow (Contract Compliance Monitoring): No



**AMENDMENT NUMBER 1 TO CONTRACT NUMBER 449466
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND ZOLL MEDICAL CORPORATION**

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and **ZOLL MEDICAL CORPORATION** located in CHELMSFORD, MA.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated October 2, 2019, Metro Contract numbered 449466, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend Section 1.1 Heading to include Exhibit C- ALS/BLS Software Solutions Master Application Service Provider Agreement. The revised section shall read as follows:

"1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **ZOLL Medical Corporation** ("CONTRACTOR") located at **269 Mill Road, Chelmsford, MA 01824** as a result of an approved sole source signed by the Purchasing Agent. This Contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document, including exhibits,***
- ***Exhibit A - Pricing***
- ***Exhibit B – Affidavits***
- ***Exhibit C- ALS/BLS Software Solutions Master Application Service Provider Agreement***
- ***Purchase Orders (and PO Changes),***

In the event of conflicting provisions, all documents shall be construed in the order listed above."

2. Remove and Replace Exhibit A-Pricing with updated Exhibit A-Pricing to reflect updated line item.
3. Add to include Exhibit C- ALS/BLS Software Solutions Master Application Service Provider Agreement per the justification submitted by the department.



This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 449466

Amendment Number 1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

William Swann

LAB

Dept. / Agency / Comm. Head or Board Chair.

Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane

JR

Purchasing Agent

Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Kelly Flannery TJE

EDA

Director of Finance

BA

APPROVED AS TO FORM AND LEGALITY:

Macy Almos

BL

Metropolitan Attorney

Insurance

Metropolitan Mayor

COO

ATTESTED:

Metropolitan Clerk

Date

CONTRACTOR

ZOLL Medical Corporation

Company Name

Kurt Sandstrom

Signature of Company's Contracting Officer

Kurt Sandstrom

Officer's Name

Group VP, North American EMS Sales

Officer's Title

Exhibit A-Pricing

Contract 449466

ITEM	ITEM_DESCRIPTION	UOM	ALIST_PRICE	MODIFIER_PRICE
024-0012-00	Power Supply, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L Plugs	EA	\$ 139.13	\$ 107.13
12-0242-000	Impedance Threshold Device (ITD) that attaches to the airway during CPR to enhance negative pressure and increase perfusion. The ITD 10 is a disposable product (one time use only).	EA	\$ 110.00	\$ 104.50
12-0242-030	ResQPOD ITD 10, MIL-SKU	EA	\$ 110.00	\$ 104.50
12-0586-000	Replacement suction cup for the ResQPUMP ACD-CPR device. This suction cup further increases blood return by re-expanding the chest with a lift force of up to 10 kg.	EA	\$ 40.00	\$ 38.00
12-0707-000	ResQGARD FM Kit	EA	\$ 59.00	\$ 56.05
12-0822-000	ResQPOD ITD 16 - Impedance Threshold Device (ITD) attaches to the airway during CPR to enhance negative pressure to increase perfusion; disposable; single patient use only; replacement component of the ResQCPR System.	EA	\$ 110.00	\$ 104.50
12-0823-000	ResQPUMP ACD-CPD Device - Allows the user to perform active compression decompression CVPR (ACD-CPR) with up to 10 kg lift; replacment component of the ResQCPR System.	EA	\$ 1,075.00	\$ 1,021.25
12-0825-000	ResQCPR System - Increases the likelihood of survival in adult, non-traumatic carrdiac arrest; includes one (1) ResQPUMP ACD-CPR Device, and two (2) ResQPOD ITD 16's.	EA	\$ 1,295.00	\$ 1,230.25
12-0869-000	ResQCPR demo kit: includes ResQMAN demonstrator and ResQPOD ITD	EA	\$ 59.95	\$ 56.95
12-0935-000	Carrying case for the ResQCPR System componenets.	EA	\$ 60.00	\$ 57.00
12-2116-000	Manikit	EA	\$ 159.00	\$ 151.05
12-2394-000	ResQPAD	EA	\$ 29.00	\$ 29.00
12-2507-000	Training versions of one (1) ResQPUMP and two (2) ResQPODs, all intended for training ONLY and labeled "NOT FOR HUMAN USE". Sold as individual kits.	EA	\$ 695.00	\$ 660.25
20100000101011010	AED Plus with Graphical Cover	EA	\$ 1,995.00	\$ 1,356.60
20100000102011010	AED Plus with AED Cover	EA	\$ 1,995.00	\$ 1,356.60
20100010102011320	ZOLL AED PLUS, PS SERIES, LCD, NO VOICE RCDG, W/BATTERIES, FED GOVT VALUE PKG	EA	\$ 2,483.00	\$ 1,688.44
20600000101011010	AED Plus and Small Pelican Case	EA	\$ 2,095.00	\$ 1,424.60
20600001101011010	AED Plus with Voice Recording and Small Pelican Case	EA	\$ 2,300.00	\$ 1,564.00
20700000101011010	AED Plus and Large Pelican Case	EA	\$ 2,145.00	\$ 1,458.60

Exhibit A-Pricing

Contract 449466

20700001101011010	AED Plus with Voice Recording and Large Pelican Case	EA	\$ 2,345.00	\$ 1,594.60
21400710702011010	Fully Automatic AED Plus with AED Cover	EA	\$ 2,095.00	\$ 1,424.60
22300700701011010	Fully Automatic AED Plus with Graphical Cover	EA	\$ 1,995.00	\$ 1,356.60
22300700702011010	Fully Automatic AED Plus with AED Public Access Cover	EA	\$ 1,995.00	\$ 1,356.60
334-0125-00	CPAP Harness Only, disposable, single patient use, can be used with Size 4, 5, and 6 size masks.	EA	\$ 16.18	\$ 13.75
334-0125-10	Harness, Mask, Universal	CS	\$ 161.84	\$ 137.56
402-0017-00	CASE, PADDED, ASPIRATOR, W/O ACCESSORIES POUCH, MODEL 326	EA	\$ 137.50	\$ 116.88
465-0024-00	Bacterial/Viral filter (Case of 50)	EA	\$ 409.70	\$ 348.25
465-0025-00	Bacterial/Viral filter +HME, Case of 20	EA	\$ 340.00	\$ 289.00
465-0027-00	731 air inlet filter, EACH	EA	\$ 10.25	\$ 8.71
465-0028-00	FILTER, FOAM, INLET, 1.08" DIA. X 1/2" THICK,INDIVIDUALLY BAGGED	EA	\$ 8.03	\$ 6.83
601-0120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 25,779.25	\$ 18,818.85
601-0121112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 30,774.25	\$ 22,465.20
601-0130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 28,524.25	\$ 20,822.70
601-0131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 33,519.25	\$ 24,469.05
601-0140112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, SPMET, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 30,879.25	\$ 22,541.85
601-0220102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 24,834.25	\$ 18,129.00
601-0220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 28,329.25	\$ 20,680.35
601-0221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 33,324.25	\$ 24,326.70
601-0230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 31,074.25	\$ 22,684.20
601-0231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 36,069.25	\$ 26,330.55
601-2120011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2 and CPR Expansion Pack	EA	\$ 29,730.00	\$ 21,702.90

Exhibit A-Pricing

Contract 449466

601-2120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 34,229.25	\$ 24,987.35
601-2120212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 35,224.25	\$ 25,713.70
601-2121011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, EtCO2 and CPR Expansion Pack	EA	\$ 34,725.00	\$ 25,349.25
601-2121102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 35,729.25	\$ 26,082.35
601-2121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	\$ 39,224.25	\$ 28,633.70
601-2121212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 40,219.25	\$ 29,360.05
601-2130011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO and CPR Expansion Pack	EA	\$ 32,475.00	\$ 23,706.75
601-2130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 36,974.25	\$ 26,991.20
601-2130212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 37,969.25	\$ 27,717.55
601-2131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 41,969.25	\$ 30,637.55
601-2220011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2 and CPR Expansion Pack	EA	\$ 32,280.00	\$ 23,564.40
601-2220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 36,779.25	\$ 26,848.85
601-2220212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 37,774.25	\$ 27,575.20
601-2220411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, Temp and CPR Expansion Pack	EA	\$ 33,275.00	\$ 24,290.75
601-2220511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp and CPR Expansion Pack	EA	\$ 36,025.00	\$ 26,298.25
601-2221011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, CPR Expansion Pack and EtCO2	EA	\$ 37,275.00	\$ 27,210.75

Exhibit A-Pricing

Contract 449466

601-2221102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 38,279.25	\$ 27,943.85
601-2221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 41,774.25	\$ 30,495.20
601-2221212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 42,769.25	\$ 31,221.55
601-2221411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, EtCO2, Temp and CPR Expansion Pack	EA	\$ 38,270.00	\$ 27,937.10
601-2221511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp, CPR Expansion Pack and EtCO2	EA	\$ 41,020.00	\$ 29,944.60
601-2230011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO and CPR Expansion Pack	EA	\$ 35,025.00	\$ 25,568.25
601-2230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 39,524.25	\$ 28,852.70
601-2230411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, Temp and CPR Expansion Pack	EA	\$ 36,020.00	\$ 26,294.60
601-2230511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp and CPR Expansion Pack	EA	\$ 38,770.00	\$ 28,302.10
601-2231001-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NO NIBP, SpO2, SpCO, CPR Expansion Pack, EtCO2, DMST	EA	\$ 36,525.00	\$ 26,663.25
601-2231011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2 and CPR Expansion Pack	EA	\$ 40,020.00	\$ 29,214.60
601-2231102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 41,024.25	\$ 29,947.70
601-2231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 44,519.25	\$ 32,499.05
601-2231212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 45,514.25	\$ 33,225.40
601-2231411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, Temp and CPR Expansion Pack	EA	\$ 41,015.00	\$ 29,940.95

Exhibit A-Pricing

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601-2231511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp, CPR Expansion Pack and EtCO2	EA	\$ 43,765.00	\$ 31,948.45
601-2240011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet and CPR Expansion Pack	EA	\$ 37,380.00	\$ 27,287.40
601-2240511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, IBP/Temp and CPR Expansion Pack	EA	\$ 41,125.00	\$ 30,021.25
601-2241011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, CPR Expansion Pack and EtCO2	EA	\$ 42,375.00	\$ 30,933.75
601-2241112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 46,874.25	\$ 34,218.20
601-2241212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 47,869.25	\$ 34,944.55
601-2241411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, EtCO2, Temp and CPR Expansion Pack	EA	\$ 43,370.00	\$ 31,660.10
601-2241511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, IBP/Temp, CPR Expansion Pack and EtCO2	EA	\$ 46,120.00	\$ 33,667.60
601-2261112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPHB, SPOC, PVI, PI, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 49,509.25	\$ 36,141.75
601-2261511-01	X Series Monitor/Defibrillator 12-Lead with Interp, Pacing, NIBP, SpO2, SpHb, SpOC, SpCO, PVI & PI,(Rainbow), IBP/Temp CPR Expansion Pack and EtCO2.,DMST	EA	\$ 48,755.00	\$ 35,591.15
601-2271011-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPHB, SPOC, SPCO ,SPMET, PVI & PI,(RAINBOW), CPR EXPANSION PACK AND ETCO2.,DMST	EA	\$ 47,365.00	\$ 34,576.45
601-2271112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12-LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, SPHB, SPOC, PVI, PI, ETCO2 BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 51,864.25	\$ 37,860.90
601-2271211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, SPCO, SPMET, SPHB, SPOC PVI & PI, BVM/TEMP, CPR EXTENDED INSTALLED, US	EA	\$ 52,859.25	\$ 38,587.25

Exhibit A-Pricing

Contract 449466

601-2271511-01	X Series Monitor/Defibrillator with 12-Lead with Interp, Pacing, NIBP, SpO2, SpHb, SPOC, SpCO, SPMet, PVI & PI, (Rainbow), IBP/Temp, CPR Expansion Pack and EtCO2	EA	\$ 51,110.00	\$ 37,310.30
601-2431112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 46,314.25	\$ 33,809.40
601-2431212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$ 47,309.25	\$ 34,535.75
620-0403-00	Cable Tie.Nylon,.14"x.05"x7"	EA	\$ 0.22	\$ 0.15
703-0003-00	Aeesmbly,Kit,Bracket,Mounting,Wall,Vehicle	EA	\$ 72.62	\$ 61.73
703-0731-03	ASSEMBLY, CARRY CASE, 731, NO AC RECEPTACLE	EA	\$ 206.48	\$ 175.51
703-0731-17	Ventilator carrier (cage) in olive for the AEV and EMV+	EA	\$ 395.00	\$ 335.75
703-0731-27	Assy, Vent Carrier, Eagle II	EA	\$ 395.00	\$ 335.75
704-0004-00	731 Low Flow O2 reservoir kit for use with low flow oxygen delivery	EA	\$ 108.29	\$ 92.05
704-0731-09	Assembly, Fabrication, IV Pole, Rolling Stand	EA	\$ 282.99	\$ 240.54
704-0750-08	Assembly, Bracket, Pole Mounting, Universal	EA	\$ 147.84	\$ 125.66
704-0EMV-06	Assembly, Cable, DC, External Power, 12V	EA	\$ 50.93	\$ 43.29
708-0042-00	Power Cord, 6', 18AWG 3 SPT-2, NEMA 5-15P, IEC60320-C5	EA	\$ 11.25	\$ 9.56
710-0731-01	Assembly, Power Supply/Line Cord	EA	\$ 145.43	\$ 123.62
712-0002-00	CPAP Mask and Harness Kit #5, Adult, Each	EA	\$ 27.95	\$ 23.76
712-0002-20	CPAP Mask and Harness Kit #5, Adult, Case of 20	CS	\$ 559.00	\$ 475.15
712-0002-50	CPAP Mask and Harness Kit #5, Adult, Case of 50	EA	\$ 1,397.50	\$ 1,187.88
712-0003-00	CPAP Mask and Harness Kit #6, Large Adult	EA	\$ 27.95	\$ 23.76
712-0003-20	CPAP Mask and Harness Kit #6, Large Adult, Case of 20	CS	\$ 559.00	\$ 475.15
712-0003-50	CPAP Mask and Harness Kit #6, Large Adult, Case of 50	EA	\$ 1,397.50	\$ 1,187.88
712-0004-00	CPAP Mask and Harness Kit #4, Child, Each	EA	\$ 27.95	\$ 23.76
712-0004-20	CPAP Mask and Harness Kit #4, Child, Case of 20	CS	\$ 559.00	\$ 475.15
712-0004-50	CPAP Mask and Harness Kit #4, Child, Case of 50	CS	\$ 1,397.50	\$ 1,187.88
8000-000200	Cuff, Blood Pressure, Disposable, ISO Connector, Size 1 Neonate (Qty 10)	EA	\$ 90.00	\$ 63.00
8000-000201	Cuff, Blood Pressure, Disposable, ISO Connector, Size 2 Neonate (Qty 10)	EA	\$ 95.00	\$ 66.50
8000-000202	Cuff, Blood Pressure, Disposable, ISO Connector, Size 3 Neonate (Qty 10)	EA	\$ 100.00	\$ 70.00
8000-000203	Cuff, Blood Pressure, Disposable, ISO Connector, Size 4 Neonate (Qty 10)	EA	\$ 105.00	\$ 73.50
8000-000204	Cuff, Blood Pressure, Disposable, ISO Connector, Size 5 Neonate (Qty 10)	EA	\$ 110.00	\$ 77.00

Exhibit A-Pricing

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8000-000205	Hose, Blood Pressure Cuff, Infant/Neonate, 8 foot, ISO Connector	EA	\$ 125.00	\$ 87.50
8000-000371	Rainbow Adult Reusable Patient Sensor for SpO2, SpCO, SPMet	EA	\$ 845.00	\$ 591.50
8000-000372	Rainbow Pediatric Reusable Patient Sensor for SpO2, SpCO, SPMet	EA	\$ 845.00	\$ 591.50
8000-000393-01	X SERIES CARRY CASE, PREMIUM	EA	\$ 695.00	\$ 542.10
8000-000404-01	CARRY CASE, REAR BAG, X SERIES	EA	\$ 25.00	\$ 17.50
8000-000405-01	CARRY CASE, SHOULDER STRAP, X SERIES	EA	\$ 12.00	\$ 8.40
8000-000456	Masimo Single Patent Ear Sensor, LNCS E1 (BOX OF 10)	EA	\$ 425.00	\$ 297.50
8000-000457	Masimo Single Patient Ear Sensor, M-LNCS E1 (BOX OF 10)	EA	\$ 425.00	\$ 297.50
8000-000459	M-LNCS DCI Reusable Sensor	EA	\$ 295.00	\$ 206.50
8000-000462	Rainbow, R1-25L Adult Adhesive Sensors, SpHb, SpO2, SPMet (10 PER BOX)	EA	\$ 1,095.00	\$ 766.50
8000-000467	Rainbow, DCI SC-400, Pediatric Reusable Finger Sensor, SpHb, SpO2, SPMet, 3ft	EA	\$ 1,795.00	\$ 1,256.50
8000-000468	Rainbow, R1-25 Butterfly Adult Adhesive Sensors, SpHb, SpO2, SPMet	EA	\$ 1,095.00	\$ 766.50
8000-000469	Rainbow, R1-20 Butterfly Pediatric Adhesive Sensors, SpHb, SpO2, SPMet	EA	\$ 1,095.00	\$ 766.50
8000-000475	Masimo, M-LNCS APTX, Adult Adhesive Sensor (20 PER BOX)	EA	\$ 325.00	\$ 227.50
8000-000476	Masimo, M-LNCS PDTX-3, Pediatric Adhesive Sensor (20 PER BOX)	EA	\$ 340.00	\$ 238.00
8000-000477	Masimo M-LNCS INF-3, Infant Adhesive Sensor (20 PER BOX)	EA	\$ 430.00	\$ 301.00
8000-000478	Masimo, M-LNCS NEOPT-3, Neonatal Preterm Adhesive Sensor (20 PER BOX)	EA	\$ 470.00	\$ 329.00
8000-000488-01	MULTI-TECH CELL MODEM, EXTERNAL ANTENNA KIT, GSM, US, (REF: 9355-000488-01.MTC-H5-B03-ZOLL)	EA	\$ 895.00	\$ 626.50
8000-000493	ANTENNA, ULTRA-WIDEBAND,4G/3G/2G, ADHESIVE	EA	\$ 49.95	\$ 34.97
8000-000696	ZOLL AED 3 Battery Pack (Lithium Manganese Dioxide battery pack)	EA	\$ 160.00	\$ 121.60
8000-000901-01	ECG Plain White Paper - 80 mm, Case of 6 Rolls	EA	\$ 24.00	\$ 16.80
8000-000903-01	Power Extension Cable	EA	\$ 112.00	\$ 78.40
8000-000910-01	Thermal Paper with Grid - 80 mm, Case of 6 Rolls	EA	\$ 24.00	\$ 16.80
8000-000925	ZOLL AED Simulator Designed to be used with ZOLL AED 3, AED Plus and/or AED Pro	EA	\$ 290.00	\$ 220.40
8000-001128	FLOWTUBE, ACCUVENT, BOX OF 10	EA	\$ 625.00	\$ 500.00
8000-001250	ZOLL AED 3 Carry Case	EA	\$ 120.00	\$ 91.20
8000-001251	Spare Battery Case For ZOLL AED 3 Carry Case	EA	\$ 20.00	\$ 15.20
8000-001252	Replacement Shoulder Strap For ZOLL AED 3 Carry Case	EA	\$ 15.00	\$ 11.40
8000-001253	Small Rigid Plastic Case Holds ZOLL AED 3/spare battery pack	EA	\$ 295.00	\$ 224.20

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8000-001254	Large Rigid Plastic Case Holds ZOLL AED 3/spare electrodes/spare battery pack	EA	\$ 315.00	\$ 239.40
8000-001255	ZOLL AED 3 Wall Mount Bracket (Device Only)	EA	\$ 55.00	\$ 41.80
8000-001268	HARD CASE, M330 MULTIFUNCTION ASPIRATOR	EA	\$ 307.00	\$ 260.95
8000-001392	RAINBOW RC-4, 4FT REUSABLE EMS PATIENT CABLE (REF: 4481)	EA	\$ 245.00	\$ 171.50
8000-001405-01	KIT, MULTI-TECH MTC CAT M1 CELL MODEM, VERIZON (MTC-MVW1-B03-ZOLL)	EA	\$ 895.00	\$ 626.50
8000-0246-30	8 FT PULSE OX PATIENT CABLE	EA	\$ 270.00	\$ 189.00
8000-0304	POWER CORD, 120/60HZ W/FERRITE, DMST	EA	\$ 37.50	\$ 26.25
8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 4ft (Red 4' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	EA	\$ 295.00	\$ 206.50
8000-0331	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 10ft (Red 10' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	EA	\$ 345.00	\$ 241.50
8000-0332	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Adult Reusable Patient Cable / Sensor)	EA	\$ 345.00	\$ 241.50
8000-0333	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Pediatric Reusable Patient Cable / Sensor)	EA	\$ 395.00	\$ 276.50
8000-0334	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Adult Reusable Patient Cable / Sensor)	EA	\$ 595.00	\$ 416.50
8000-0335	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Pediatric Reusable Patient Cable / Sensor)	EA	\$ 645.00	\$ 451.50
8000-0336	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients > 30 kg, Box of 10 (Rainbow Single use Sensor for Patients > 30 kg)	EA	\$ 695.00	\$ 486.50
8000-0337	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients < 3kg, > 30 kg, Box of 10 (Rainbow Single use Sensor for Patients < 3kg, > 30 kg)	EA	\$ 695.00	\$ 486.50
8000-0339	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients 10-50 kg, Box of 10 (Rainbow Single use Sensor for Pediatrics 10 - 50 kg)	EA	\$ 795.00	\$ 556.50
8000-0340	SpO2/SpCO/SPMet Rainbow Single use Sensors: Infant Patients 3-30 kg (10 Per Box)	EA	\$ 795.00	\$ 556.50
8000-0341	SpO2/SpCO/SPMet Rainbow Patient Cable: Connects to Single use Sensors (4 Ft) (Rainbow 4' Reusable Patient Cable - Connects to Rainbow 2 Piece Sensors)	EA	\$ 245.00	\$ 171.50

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8000-0342	SpO2/SpCO/SPMet Rainbow Patient Cable: Connects to Single use Sensors (12 Ft) (Rainbow 12' Reusable Patient Cable - Connects to Rainbow 2 Piece Sensors)	EA	\$ 295.00	\$ 206.50
8000-0343	SpO2/SpCO/SPMet Rainbow DCI Adult Reusable Patient Cable/Sensor (8 Ft) (Rainbow 8' DCI Adult Reusable Patient Cable / Sensor)	EA	\$ 895.00	\$ 626.50
8000-0344	SpO2/SpCO/SPMet Rainbow DCI Adult Reusable Patient Cable/Sensor (12 Ft) (Rainbow 12' DCI Adult Reusable Patient Cable / Sensor)	EA	\$ 1,095.00	\$ 766.50
8000-0345	SpO2/SpCO/SPMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (8 Ft) (Rainbow 8' DCI Pediatric Reusable Patient Cable / Sensor)	EA	\$ 995.00	\$ 696.50
8000-0346	SpO2/SpCO/SPMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 Ft) (Rainbow 12' DCI Pediatric Reusable Patient Cable / Sensor)	EA	\$ 1,195.00	\$ 836.50
8000-0370	CPR Connector	EA	\$ 265.00	\$ 185.50
8000-0375-01	AED Plus Trainer / Trainer 2 Carry Case.	EA	\$ 85.00	\$ 57.80
8000-0377	SpO2 Rainbow DBI-DC8 Reusable Patient Cable / Sensor, 8ft	EA	\$ 925.00	\$ 647.50
8000-0580-01	Six Hour Rechargeable SurePower II Smart Battery (Six Hour Rechargeable Smart Battery)	EA	\$ 495.00	\$ 346.50
8000-0640	Neonatal Disposable Cuffs Size 1, 3 - 6 cm, Box of 10	EA	\$ 90.00	\$ 63.00
8000-0641	Neonatal Disposable Cuffs Size 2, 4 - 8 cm, Box of 10	EA	\$ 95.00	\$ 66.50
8000-0642	Neonatal Disposable Cuffs Size 3, 6 - 11 cm, Box of 20	EA	\$ 100.00	\$ 70.00
8000-0643	Neonatal Disposable Cuffs Size 4, 7 -13 cm, Box of 20	EA	\$ 105.00	\$ 73.50
8000-0644	Neonatal Disposable Cuffs Size 5 , 8 - 15 cm, Box of 20	EA	\$ 110.00	\$ 77.00
8000-0668	YSI Reusable Adult Esophageal/Rectal Temperature Probe	EA	\$ 125.00	\$ 87.50
8000-0669	YSI Reusable Pediatric Esophageal Rectal Probe	EA	\$ 75.00	\$ 71.25
8000-0670	YSI Reusable Adult Skin Temperature Probe	EA	\$ 125.00	\$ 87.50
8000-0671	YSI Reusable Pediatric Skin Temperature Probe	EA	\$ 125.00	\$ 106.25
8000-0672	YSI Single use Adult Esophageal Rectal Probe	EA	\$ 15.00	\$ 10.50
8000-0673	YSI Single use Adult Skin Temperature Probe	EA	\$ 15.00	\$ 10.50
8000-0674	Disposable Temperature Sensor Adapter Cable	EA	\$ 71.00	\$ 49.70
8000-0802-01	Replacement Softcase	EA	\$ 105.00	\$ 71.40
8000-0804-01	KIT, CABLE ADAPTER, UNIVERSAL ZOLL AED	EA	\$ 105.00	\$ 71.40
8000-0807-01	Type 123 Lithium Batteries, Quantity of Ten (10) with Storage Sleeve	PKG	\$ 75.00	\$ 51.00
8000-0810-01	AED PRO Soft Carry Case	EA	\$ 105.00	\$ 71.40
8000-0815	USB IRDA Adapter (Not Recommended for use On Windows 98)	EA	\$ 105.00	\$ 71.40
8000-0816	RS232 IRDA Adapter (Recommended for Windows 98)	EA	\$ 105.00	\$ 71.40

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8000-0819-01	Simulator/Tester -Connects to AED Plus to Demonstrate Operation	EA	\$ 239.00	\$ 234.22
8000-0822	Trainer US AC Adapter	EA	\$ 55.00	\$ 37.40
8000-0829-01	AED PRO Simulator	EA	\$ 345.00	\$ 234.60
8000-0832-01	AED PRO Molded Vinyl Carry Case with Spare Battery Compartment	EA	\$ 165.00	\$ 112.20
8000-0838	AED PRO ECG Cable AAMI	EA	\$ 160.00	\$ 108.80
8000-0843-01	ZOLL Administrative SoftWarranty for AED Pro, CD-ROM	EA	\$ 27.00	\$ 18.36
8000-0860-01	AED Pro Non-Rechargeable Lithium Battery Pack	EA	\$ 160.00	\$ 108.80
8000-0860-30	KIT, BATTERY PACK, DISPOSABLE, LITHIUM, CLASS 9, AED PRO (AW)	EA	\$ 200.00	\$ 136.00
8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	EA	\$ 157.50	\$ 110.25
8008-000052-01	ENGLISH - AED Plus Fully Automatic Trainer 2 Unit The AED Plus Trainer2 can be used by traingers to train users of the AED Plus. supplied with wireless Remote Controller, one set of CPR-D training electrodes, one pair of replacement gels, 4 D-Cell batteries, 2 AA batteries,, Operators Guide, and a (6) six month limited warranty	EA	\$ 379.00	\$ 257.72
8008-0006-01	Real CPR Help Travel Trainer (Practice And/or Demonstrate Real CPR Help with A Clinical AED Plus or AED PRO Using the Travel Trainer with Built-In Heart Rhythm Simulator)	EA	\$ 399.00	\$ 359.10
8008-0050-01	ENGLISH - AED Plus Semi-Automatic Trainer 2 Unit The AED Plus Trainer2 can be used by trainers to train users of the AED Plus. Supplied with wireless Remote Controller, one set of CPR-D training electrodes, one pair of replacement gels, 4 D-Cell bateries, 2 AA batteries, Operators Guide, and a (6) six month limited warranty	EA	\$ 379.00	\$ 257.72
8009-0020	CPR D padz and CPR Stat padz connector for OneStep Cable	EA	\$ 375.00	\$ 262.50
8009-0751-01	See-Thru CPR Simulator	EA	\$ 495.00	\$ 346.50
8012-0206	12-Lead ECG Simulator	EA	\$ 1,065.00	\$ 745.50
8019-0535-01	SurePower Rechargeable Lithium Ion Battery Pack	EA	\$ 475.00	\$ 323.00
802-0303-02	ASSEMBLY, ACCESSORIES KIT, 303K	EA	\$ 57.24	\$ 48.65
8050-0030-01	SurePower 4 Bay Charging System (Requires 8300-0250-01 to Charge Propaq MD)	EA	\$ 2,275.00	\$ 1,592.50
8050-0032-01	SurePower Charger Battery Well Spacer	EA	\$ 21.00	\$ 14.70
812-0006-00	Mask, CPAP, #1 Small Infant	EA	\$ 9.51	\$ 8.08
812-0006-20	CPAP MASK ONLY, DISPOSABLE, SIZE #1 SMALL INFANT SINGLE PATIENT USE, 20/CASE	EA	\$ 190.20	\$ 161.67
812-0007-00	Mask, CPAP, #2, Infant	EA	\$ 9.51	\$ 8.08

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812-0007-20	CPAP Mask Only, disposable, Size #2, Infant, single patient use, 20/Case	EA	\$ 190.20	\$ 161.67
812-0008-00	Mask, CPAP, #3, Small Child	EA	\$ 9.51	\$ 8.08
812-0008-20	CPAP MASK ONLY, DISPOSABLE, SIZE #3, SMALL CHILD, SINGLE PATIENT USE, CASE OF 20	EA	\$ 190.20	\$ 161.67
812-0009-00	Mask, CPAP, #4 Child	EA	\$ 9.51	\$ 8.08
812-0009-20	MASK,CPAP,#4 CHILD CASE OF 20	CS	\$ 190.20	\$ 161.67
812-0010-00	Mask, CPAP, #5 Regular Adult	EA	\$ 9.51	\$ 8.08
812-0010-20	CPAP MASK ONLY, DISPOSABLE, SIZE #5, REGULAR ADULT, SINGLE PATIENT USE, 20/CASE	EA	\$ 190.20	\$ 161.67
812-0011-00	Mask, CPAP, #6 Large Adult	EA	\$ 9.51	\$ 8.08
812-0011-20	CPAP MASK ONLY, DISPOSABLE, SIZE # 6, LARGE ADULT, SINGLE PATIENT USE, CASE 20	EA	\$ 190.20	\$ 161.67
816-0731-00	Assembly, Stand, 731, Series with Locking Wheels	EA	\$ 1,200.00	\$ 1,020.00
816-0731-01	Assembly, Stand, 731 Series, with Locking Wheels, MRI	EA	\$ 1,200.00	\$ 1,020.00
8200-000100-01	SurePower Single Bay Charger	EA	\$ 945.00	\$ 661.50
820-0053-00	Disposable heat moisture exchangers for ventilators, adult, CASE OF 50	EA	\$ 400.00	\$ 340.00
820-0106-00	Circuit, Vent, Single Limb, Wye, Adult/Pedi	EA	\$ 15.95	\$ 12.28
820-0106-15	Disposable adult 731 circuits. Case of 15	EA	\$ 224.25	\$ 172.67
820-0107-00	Circuit, Vent, Single Limb, Wye, Infant	EA	\$ 17.95	\$ 13.82
820-0107-20	Disposable Infant/Pediatric 731 circuits. Case of 20	EA	\$ 339.00	\$ 261.03
820-0108-00	Low Dead Space Heat Moisture Exchanger, Less than 75cc, Adult, Case of 20	EA	\$ 260.00	\$ 221.00
820-0109-00	Low Dead Space Heat Moisture Exchanger, Less than 25cc, Pediatric, Case of 50	EA	\$ 632.00	\$ 537.20
820-0110-00	Low Dead Space Heat Moisture Exchanger, Less than 10cc, Infant, Case of 30	EA	\$ 360.00	\$ 306.00
820-0124-00	Arm, Articulating, Circuit Holder	EA	\$ 353.85	\$ 272.46
820-0130-10	Adult/Pediatric 12 foot circuit (MRI use) Case of 10.	EA	\$ 319.00	\$ 245.63
820-0131-10	Infant/Pediatric 12 foot circuit (MRI Use), Case of 10.	EA	\$ 359.00	\$ 276.43
820-0132-00	Test Lung for Demonstrations and Product Education, Dark Blue, 1 Liter	EA	\$ 165.85	\$ 140.97
825-0002-00	Assembly, Oxygen Hose, 6' Long	EA	\$ 42.00	\$ 35.70
8300-000006	DC Auxiliary Power Supply	EA	\$ 1,512.00	\$ 1,058.40
8300-0002-01	Dual Lumen NIBP 10 Foot Hose	EA	\$ 125.00	\$ 87.50
8300-0002-02	Dual Lumen NIBP Tubing Assembly, 5 FT	EA	\$ 125.00	\$ 87.50

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8300-000529-01	Microstream O2/CO2 Oral Nasal Filterline, For Non-Intubated Patients - Pediatric, Box of 25	EA	\$ 385.00	\$ 269.50
8300-000530-01	Smart Capnoline Plus (O2 Connectors Only), For Intubated Patients, Adult, Box of 25	EA	\$ 345.00	\$ 241.50
8300-000676	X Series OneStep Cable	EA	\$ 446.25	\$ 375.00
8300-000831-40	CABLE ASSY, MFC-CPRD, X SERIES	EA	\$ 425.00	\$ 297.50
8300-0250-01	SurePower Charger Adapter for Propaq MD Batteries	EA	\$ 295.00	\$ 206.50
8300-0500-01	SurePower 4 Bay Charging System Including 4 Propaq MD Battery Charging Adapters	EA	\$ 2,583.00	\$ 1,808.10
8300-0520-01	Oridion Filterline Set, For Intubated Patients, Adult/Pediatric, EMS, Box of 25	EA	\$ 275.00	\$ 192.50
8300-0521-01	Oridion Filterline H Set, For Intubated Patients, Adult/Pediatric, EMS, Box of 25	EA	\$ 450.00	\$ 315.00
8300-0522-01	Oridion Filterline H Set, For Intubated Patients, Infant/Neonatal, EMS, Box of 25	EA	\$ 450.00	\$ 315.00
8300-0523-01	Oridion Vitaline H Set, For Intubated Patients, Adult/Pediatric, EMS, Case of 25	EA	\$ 685.00	\$ 479.50
8300-0524-01	Oridion Smart CapnoLine Plus O2 (O2 Tubing), For Non-Intubated Patients, Adult, EMS, Box of 25	EA	\$ 355.00	\$ 248.50
8300-0525-01	Oridion Smart CapnoLine Plus O2 (O2 Tubing), For Non-Intubated Patients, Pediatric, EMS, Box of 25	EA	\$ 395.00	\$ 276.50
8300-0783	Multifunction Therapy Cable - Allows use of Disposable Multifunction Electrodes and ZOLL External and Internal Paddles	EA	\$ 298.00	\$ 208.60
8300-0787-01	Transducer Interface Cable with Right Angle Connector - Edwards	EA	\$ 195.00	\$ 136.50
8300-0788-01	Transducer Interface Cable with Right Angle Connector - Abbott	EA	\$ 150.00	\$ 105.00
8300-0796-01	Infant/Neonate, 8 Foot Single Lumen NIBP Hose, with Female Luer Cuff Connector	EA	\$ 65.00	\$ 45.50
8300-0797-01	Neonatal Cuff Kit, One Each of Sizes #1 - #5, Single Tube with Male Luer Connector	EA	\$ 25.25	\$ 17.68
8300-0800-01	3-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	EA	\$ 125.00	\$ 87.50
8300-0801-01	5-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	EA	\$ 175.00	\$ 122.50
8300-0802-01	12-Lead One Step ECG Cable - AAMI Includes 4-Lead Trunk Cable and Removable Precordial 6 Lead Set	EA	\$ 325.00	\$ 227.50
8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	EA	\$ 295.00	\$ 206.50

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8300-0804-01	V Lead Patient Cable for 12 Lead ECG(Replacement Precordial 6 Lead Cable - AAMI)	EA	\$ 295.00	\$ 206.50
8502-001103-01	ZOLL AED 3 BLS EMS/FIRE Package including: Product Documentation, Carry Case, CPR Stat padz, pedi padz II and Battery pack	EA	\$ 3,650.00	\$ 2,555.00
8651-001201-01	ASPIRATOR,M330,US AIR FORCE	EA	\$ 8,550.00	\$ 7,695.00
8652-001201-01	ASPIRATOR,M330,US ARMY	EA	\$ 8,857.00	\$ 7,971.30
8660-001400-01	ZVent Portable Ventilator, Basic	EA	\$ 12,495.00	\$ 9,371.25
8660-001401-01	ZVent Portable Ventilator	EA	\$ 17,495.00	\$ 13,122.00
8660-001402-01	VENTILATOR, COMMERCIAL, ZVENT, MRI CONDITIONAL	EA	\$ 18,195.00	\$ 13,646.25
8700-000764-01	AutoPulse Training System-Li-Ion	EA	\$ 7,395.00	\$ 7,173.15
8700-000850-40	AutoPulse Quick Case	EA	\$ 495.00	\$ 470.25
8700-0704-01	AutoPulse Power Cord	EA	\$ 10.00	\$ 9.50
8700-0706-01	Lifeband 3 Pack	PKG	\$ 375.00	\$ 356.25
8700-0707-01	Lifeband Trainer	EA	\$ 349.00	\$ 331.55
8700-0708-01	AutoPulse Grip Strips	PKG	\$ 13.95	\$ 13.25
8700-0709-01	AutoPulse Shoulder Restraint	EA	\$ 59.95	\$ 56.95
8700-0710-01	AutoPulse Head Immobilizer	PKG	\$ 55.95	\$ 53.15
8700-0711-01	AutoPulse Backboard Cable Ties	PKG	\$ 69.95	\$ 66.45
8700-0712-01	AutoPulse Soft Stretcher	EA	\$ 129.00	\$ 122.55
8700-0717-01	AutoPulse Hygiene Barrier	EA	\$ 12.00	\$ 11.40
8700-0718-01	AutoPulse Manikin	EA	\$ 185.00	\$ 175.75
8700-0730-01	AutoPulse System with Pass Thru	EA	\$ 10,995.00	\$ 10,445.25
8700-0752-01	Autopulse Li-Ion Battery	EA	\$ 825.00	\$ 783.75
8700-0753-01	AutoPulse SurePower Battery Charger, U.S.	EA	\$ 2,295.00	\$ 2,180.25
8707-000500-01	USB Extension Cable	EA	\$ 35.00	\$ 24.50
8707-000502-01	X Series Carry Case	EA	\$ 495.00	\$ 346.50
8707-000503-01	CLEAR PLASTIC DISPLAY PROTECTOR, X SERIES	EA	\$ 35.00	\$ 24.50
8900-000219-01	OneStep Pediatric CPR Resuscitation Electrode, 1 Pair, 24 Month Shelf Life.	EA	\$ 87.50	\$ 61.25
8900-000220-01	OneStep Pediatric CPR Resuscitation Electrode, 8 Pairs, 24 Month Shelf Life.	EA	\$ 650.00	\$ 455.00
8900-000268	ZOLL AED 3 Biomed Testing Cable. Defibrillator Analyzer Adapter Cable - connects ZOLL AED 3 to analyzer	EA	\$ 89.00	\$ 62.30
8900-0004	ECG Liquid Gel Electrodes, 4 ECG Electrodes/Pouch (480 Electrodes =120 Pouches), 24 Month Shelf Life (10 Cartons / Case)	EA	\$ 96.00	\$ 67.20

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8900-0006	ECG Liquid Gel Electrodes, 6 ECG Electrodes/Pouch (600 Electrodes = 100 Pouches), 24 Month Shelf Life (10 Cartons / Case)	EA	\$ 120.00	\$ 113.00
8900-000861-01	Trainer Electrode, Pedi-padz II, 6 Pairs per Case, 24 Month Shelf Life	EA	\$ 129.00	\$ 87.72
8900-0180	OneStep Training Cable and Electrode. Includes One Training Cable with CPR Sensor and Y-Connector for Simulator Connection and One Pair of Replacement OneStep Training CPR A/P Electrodes.	EA	\$ 139.00	\$ 97.30
8900-0185	Replacement OneStep Training CPR A/P Electrodes (8 Per Case)	CS	\$ 99.00	\$ 95.00
8900-0190	Training CPR Stat-padz. Includes One Training Cable with CPR Sensor, Y Connector for Simulator Connection, and One Pair of Replacement Training Electrodes.	EA	\$ 89.00	\$ 62.30
8900-0195	Replacement Training Electrodes (CPR Stat-padz Case of 8). Includes 8 Pairs (Sternum and Apex Pad) of Replacement Electrodes for Training CPR Stat-padz.	CS	\$ 79.00	\$ 75.00
8900-0240-01	OneStep Training Cable and Electrode. Includes One Training Cable with CPR Sensor and Y-Connector for Simulator Connection and One Pair of Replacement CPR A/A Pads.	EA	\$ 139.00	\$ 97.30
8900-0245-01	Replacement OneStep Training Electrodes (CPR A/A Format) (8 Per Case)	CS	\$ 99.00	\$ 69.30
8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes, 8 Prs/Cs (24 Mo Shelf Life)	CS	\$ 560.00	\$ 380.80
8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes, 1 Ea (24 Mo Shelf Life)	EA	\$ 75.00	\$ 51.00
8900-0700	30 Pouch, Rectangle Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life (20 POUCHES / CASE)	CS	\$ 120.00	\$ 99.00
8900-0701	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 1.5" Diameter), 24 Month Shelf Life (20 POUCHES / CASE)	CS	\$ 120.00	\$ 99.00
8900-0703	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 2" Diameter), 24 Month Shelf Life (20 POUCHES / CASE)	CS	\$ 120.00	\$ 112.00
8900-0704	30 Pouch Radiolucent ECG Electrodes (300 Electrodes, 1.5" Diameter), 24 Month Shelf Life (10 POUCHES / CASE)	CS	\$ 60.00	\$ 50.00
8900-0706	30 Pouch Square Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life (20 POUCHES / CASE)	CS	\$ 120.00	\$ 115.00
8900-0709	4 Pouch Pediatric ECG Electrodes (480 Electrodes), 24 Month Shelf Life (10 Cartons / Case)	CS	\$ 115.00	\$ 110.00

Exhibit A-Pricing

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8900-0800-01	CPRD-padz One Piece Defibrillation and CPR System Adult Electrode(CPR-D-padz One Piece Electrode Pad with Real CPR Help . Supplied with Gloves, Barrier Mask, Scissors, Razor, Wet Wipe and Dry Wipe. 1 EA, Five (5) Year Shelf-Life.)	EA	\$ 169.00	\$ 114.92
8900-0801-01	Stat-padz II Adult Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	EA	\$ 59.00	\$ 40.12
8900-0802-01	Stat-padz II HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	CS	\$ 499.00	\$ 339.32
8900-0803-01	Replacement Adhesive Gels for CPR-D-padz - Training Electrode Replacements, 5 Pair/case. 12 month shelf life	EA	\$ 39.00	\$ 34.75
8900-0804-01	CPR-D-padz Training Electrodes (To Be Used with Trainer Only)-- with Reusable, 1 pair, 12 Month Shelf Life	CS	\$ 90.00	\$ 61.20
8900-0805-01	Training Electrodes, Stat-padz II, 6 Pairs per Case, 24 Month Shelf Life	EA	\$ 129.00	\$ 87.72
8900-0807-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Each.	EA	\$ 19.00	\$ 12.92
8900-0808-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Case of 50 Each.	CS	\$ 800.00	\$ 544.00
8900-0809-01	Replacement CPR-D Demo Pads. Includes A Pair of CPR-D Replacement Electrode Pads with Tabbed Pull-Away Gel Covers Without the CPR Sensor Assembly. Can Be Used to Replace Worn or Frayed Pads From Complete CPR-D Demo Pad.	EA	\$ 40.00	\$ 32.00
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. 1 Pair, 24 Month Shelf Life.	EA	\$ 95.00	\$ 66.50
8900-0950-01	Air Medical Stat-padz HVP Multi-Function Electrodes (1 Pair)	EA	\$ 55.00	\$ 38.50
8900-0951-01	Air Medical Stat-padz HVP Multi-Function Electrodes (12 / Case)	CS	\$ 479.00	\$ 335.30
8900-1003-01	Pediatric ECG Electrodes/3 Per Pouch (300 Electrodes), 24 Month Shelf Life (10 Cartons / Case)	EA	\$ 68.00	\$ 47.60
8900-2061	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 1 Pair, 12 Month Shelf Life.	EA	\$ 60.00	\$ 42.00
8900-2065	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 6 Pairs per Case, 12 Month Shelf Life.	CS	\$ 249.00	\$ 174.30

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8900-4003	Stat-padz HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	CS	\$ 479.00	\$ 335.30
8900-4004	Stat-padz HVP Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	EA	\$ 55.00	\$ 38.50
8900-5007	CPR-D DEMO ELECTRODES W/CABLE	EA	\$ 125.00	\$ 85.00
90110200499991010	AED PRO Semi-Auto/Manual	EA	\$ 3,795.00	\$ 2,466.75
90110200499991300	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO VOICE, AW	EA	\$ 4,795.00	\$ 3,116.75
90110400499991010	AED PRO Semi-Auto Only	EA	\$ 3,595.00	\$ 2,336.75
90110600499991010	AED PRO Manual Only	EA	\$ 3,595.00	\$ 2,336.75
93010340499991010	AED PRO, SEMI-AUTO/MANUAL, (1 CPR-D PAD), CARRY CASE	EA	\$ 4,092.00	\$ 2,659.80
9650-001355-01	Operator's Guide, X Series, English, Paper Format	EA	\$ 26.00	\$ 18.20
9650-001356-01	Service Manual, X Series, English, Paper Format	EA	\$ 26.00	\$ 18.20
9650-0300-01	Operator' Guide for Individual Operators or for use As Wall Poster	EA	\$ 6.00	\$ 4.08
9650-0301-01	Administration Guide	EA	\$ 6.00	\$ 4.08
9650-0309-01	AED PRO Service Manual	EA	\$ 55.00	\$ 37.40
9650-0350-01	AED PRO Replacement Operator Guide	EA	\$ 27.00	\$ 18.36
9650-0715-01	AutoPulse Battery Charger User Guide	EA	\$ 25.00	\$ 23.75
9650-0717-01	AutoPulse In-Service Training Video, VHS Tape Format.	EA	\$ 19.95	\$ 18.95
9650-0851-01	AED Plus First Responder Video - VHS	EA	\$ 27.00	\$ 18.36
9652-000391-01	Waterproof Quick Reference Guide, English	EA	\$ 26.00	\$ 18.20
9652-0605-01	12 Lead Pocket Reference Cards - Pocket-Sized Guide for 12-Lead Electrode Placement, Pack of 25	EA	\$ 50.00	\$ 35.00
9658-001355-01	Operator's Guide, English, CD Rom Format	EA	\$ 26.00	\$ 18.20
9658-0413-01	AED Plus Setup and Practice Videos. AED Plus In-Service and Training DVD Collection. Includes Videos On In-Servicing Your AED Plus, Setting Up the Device, and Performing Single and Team Rescues with the AED Plus. DVD Also Contains Wmv Files Allowing Users Who Do Not Have the Capability to Play A DVD the Ability to View the Videos.	EA	\$ 10.00	\$ 6.80
9658-0716-01	AutoPulse In-Service Training Video, DVD Format.	EA	\$ 19.95	\$ 18.95
REUSE-07-1MQ	Infant Cuff, 9 - 13 cm, Single Tube with Twist-Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-07-2MQ	Infant Cuff, 9 -13 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-08-1MQ	Small Child Cuff, 12-16 cm, Single Tube with Twist-Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-09-1MQ	Child Cuff, 15 - 21 cm, Single Tube with Twist-Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75

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REUSE-10-1MQ	Small Adult Cuff, 20 - 26 cm, Single Tube with Twist-Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-10-2MQ	Small Adult Cuff, 20 - 26 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-11-1HP	Adult Cuff, 25 - 34cm, Single Tube with Bayonet Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-11-1MQ	Adult Cuff, 25 - 34 cm, Single Tube with Twist-Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-11L-2MQ	Adult Long Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-12L-2MQ	Large Adult Long Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75
REUSE-13-1MQ	Adult Thigh Cuff, 40 - 55 cm, Single Tube with Twist-Lock Connector, Each	EA	\$ 54.00	\$ 45.00
REUSE-13-2MQ	Adult Thigh Cuff, 40 - 55 cm, 2-Tube with Twist Lock Connector, Each	EA	\$ 52.50	\$ 36.75
SOFT-07-2MQ	Disposable Cuff, Soft Infant, 2-Tube, Twist Lock Connector, Case of 20	CS	\$ 175.00	\$ 122.50
SOFT-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$ 175.00	\$ 122.50
SOFT-09-1MQ	Child Cuff, 15 - 21 cm, Single Tube with Twist-Lock Connector, Case of 20	CS	\$ 165.00	\$ 115.50
SOFT-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$ 175.00	\$ 122.50
SOFT-10-1MQ	Adult Small Cuff, 20 - 26 cm, Single Tube with Twist-Lock Connector, Case of 20	CS	\$ 185.00	\$ 129.50
SOFT-10-2MQ	Small Adult Cuff, 2-Tube with Twist Lock Connector, Case of 20	CS	\$ 195.00	\$ 136.50
SOFT-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$ 195.00	\$ 136.50
SOFT-11L-2MQ	Adult Long Cuff, 2-Tube with Twist Lock Connector, Case of 20	CS	\$ 225.00	\$ 157.50
SOFT-12-1MQ	Large Adult Cuff, 32 - 43 cm, Single Tube with Twist-Lock Connector, Case of 20	CS	\$ 185.00	\$ 129.50
SOFT-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$ 195.00	\$ 136.50
SOFT-12L-2MQ	Large Adult Long, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$ 225.00	\$ 157.50
SOFT-13-1MQ	Adult Thigh Cuff, 40 - 55 cm, Single Tube with Twist-Lock Connector, Case of 20	CS	\$ 245.00	\$ 171.50
SOFT-13-2MQ	Adult Thigh Cuff, 2-Tube with Twist Lock Connector, Case of 20	CS	\$ 265.00	\$ 185.50
8400-110045	CaseReview Premium Subscription, X Series, 5 Year-Hosted. Provides detailed post-case informatino, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	EA	\$ 2,054.85	\$ 2,054.85



EXHIBIT C
ALS/BLS Software Solutions Master Application Service Provider Agreement

1. Orders. ZOLL Medical Corporation (“**ZOLL**”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“**Order**”) between ZOLL and another party (“**Customer**”) incorporating this Software Solutions Master Application Service Provider Agreement and Contract Purchase Agreement 449466 (together with each such Order, the “**Agreement**”). ASP Services are further defined in [Section 3](#). Implementation Services are further defined in [Section 4](#). Support Services are further defined in [Section 5](#). The ASP Services, Implementation Services, and Support Services are each, and are collectively, “**Services**”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“**Fees**”). Customer will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“**Taxes**”). It is understood and acknowledged that the Customer is a tax-exempt governmental entity.

3. ASP Services. “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “**Underlying Software**”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “**ZOLL Site**”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “**Documentation**”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“**Registered Users**”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “**Access Software**”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “**Software**”.

3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. Downtime. “Downtime”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. Planned Downtime. “Planned Downtime” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “Standard Maintenance” is performed when upgrades or system updates are desirable. “Emergency Maintenance” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. Excused Downtime. “Excused Downtime” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a



Customer's premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer's failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where "x" is Unplanned Downtime.}$$

3.4.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the "Unplanned Downtime Goal"). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services ("Customer Content"); *provided, however,* that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer's obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL's control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer's responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the "Active Customer Content"), in ZOLL's working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL's receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the "Active Retention Period"). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a "Database"), or (b) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days ("Inactive Customer Content") and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL's working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL's then-current storage rates and upon ZOLL's then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer's access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A "Service Credit" means a percentage of the monthly Fee to be credited to Customer (subject to Customer's written request therefor and ZOLL's verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer's monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month's invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers' sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this [Section 3.4](#) may be made from time to time at ZOLL's sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the "Implementation Services"). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer's premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a "reasonable efforts" basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL's negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.



5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL’s reasonable discretion, at ZOLL’s then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer’s personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer’s employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer’s payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer’s sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL’s option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer’s payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer’s use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer’s exclusive remedy, and ZOLL’s entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#), EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#). (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY “AS IS”, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL’S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL’s existing products and services. ZOLL’s performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL’s performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential (“**Confidential Information**”) for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it (“**Disclosing Party**”) only to the employees or contractors of the party receiving it (“**Receiving Party**”) who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party’s duty hereunder. The Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL’s Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software),



notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this [Section 8.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This [Section 8](#) states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. To the extent allowable by law, Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties. It is understood and acknowledged that laws of the state of Tennessee prevent Customer from indemnifying ZOLL. For the avoidance of doubt, ZOLL is not responsible for any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence or intentional misconduct by ZOLL: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

8.3.

9. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

10. Term and Termination.

10.1. Term. Reserved.

10.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party

10.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to



the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

11. General Provisions.

11.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

11.2. Verification. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to verify, or have an independent firm verify, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the verification will be paid by ZOLL, unless the verification reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such verification to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) as provided in [Section 2](#) above

11.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

11.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

11.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

11.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Tennessee without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding.

11.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

11.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

11.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

11.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("Third Party Provider") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("Third Party Products or Services"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

11.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "Force Majeure Event").

12. HIPAA. This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("PHI") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "HIPAA"). "Covered Entity" as used herein means Customer. "Business Associate" as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA



12.1. Applicability. This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

12.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

12.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

12.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

12.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

12.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of “unsecured protected health information,” as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

12.7. Individual Access. In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.

12.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

12.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual’s request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

12.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services (“DHHS”), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity’s compliance with HIPAA.

12.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate’s use or disclosure of PHI.

12.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

12.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this [Section 13](#), Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

12.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this [Section 13](#) to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

12.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a “Limited Data Set” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

12.16. Survival. All representations, covenants, and agreements in or under this [Section 13](#) shall survive the execution, delivery, and performance of this Agreement.

12.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this [Section 13](#). The terms and conditions of this [Section 13](#) will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions



of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this [Section 13](#).

12.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties' obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/29/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Mitsui Sumitomo Insurance USA Inc.		22551
	INSURER C: Trans Pacific Ins Co		41238
	INSURER D: Tokio Marine America Insurance Company		10945
	INSURER E: Sampo America Fire & Marine Insurance Co		38997
INSURER F:			

COVERAGES **CERTIFICATE NUMBER: 570088158473** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	X COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLL640976004	07/01/2021	07/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG Excluded
D	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA640976104	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	X UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			EXS5200217	07/01/2021	07/01/2022	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			JCD40122w0 AOS	07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
E	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	JCR40013NO WI	07/01/2021	07/01/2022	E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Products Liab			36019266 Retro Date 10/1/2004	07/15/2021	07/15/2022	Prod/Comp Ops/Agg \$5,000,000 Prod/Comp Ops/Occ \$5,000,000 Deductible \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract No.: 449466.
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability (pol no. CLL640976002) and Automobile Liability (pol no. CA640976102) policies. Products Liability - claims made coverage.

CERTIFICATE HOLDER

CANCELLATION

Metropolitan Government of Nashville and Davidson County
 Attn: Purchasing Agent
 100 Metropolitan Courthouse
 Nashville TN 37201 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570088158473

000000 02 02 000227 0003558 F



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ZOLL Medical Corporation	
POLICY NUMBER See Certificate Number: 570088158473			
CARRIER See Certificate Number: 570088158473	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
A				79882432 Ex Products Liab	07/15/2021	07/15/2022	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000

**METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
DEPARTMENT OF FINANCE – PROCUREMENT
CONTRACT AMENDMENT JUSTIFICATION FORM**

CA #: A2022071Date Received: Nov. 22, 2021

Send an email to PRG@nashville.gov and attach completed amendment form and supporting documentation.

Contract Title: Cardiac Monitors, AED trade values, accessories, ad the performance of preventative maintenance and repairs Contract Number: 449466 Amendment Number: 01
Requesting Department: Fire Requesting Departmental Contact (Name & Number): Robert McAlister 615.862.5359

Contractor's Business Name: Zoll Medical Corporation Name of Contract Signatory: Michael Trotter
Contract Signatory Email Address: mtrotter@zoll.com
Address: 269 Mill Road City: Chelmsford ST: MA Zip: 01879

Revision Accomplishes: Check all that apply

<input type="checkbox"/> Term Extension	New End Date: _____	Include revised schedule if necessary
<input type="checkbox"/> Contract Value Increase	Original Contract Amount _____ Previously Executed Amendment(s) Amount _____ Current Amendment Amount _____ Amendment % Increase _____ Proposed Revised Contract Amount _____	Include revised fee schedules, budget, and total contract value as appropriate
<input type="checkbox"/> Scope of Work Revision		Include concise and explicit narrative regarding revised scope of work and any subcontractor changes necessary
<input type="checkbox"/> Terms and Conditions Modification		Include applicable exhibits as appropriate along with appropriate redlines
Amendment to include Software associated with the Cardiac monitors Other (Describe)		Include applicable documentation

ACCOUNTING INFORMATION:BU Number: 32114510 Fund #: 503400 Any Other Accounting Info: _____

Procurement will route in DocuSign for signatures below

Department Requester Leigh Anne ButtschaellWilliam Swann

Requesting Department Director's Signature of Approval

Rev 08.11.2021

11/23/2021 | 8:15 AM PST

Date

ALS/BLS Software Solutions Master Application Service Provider Agreement

1. Orders. ZOLL Medical Corporation (“**ZOLL**”) shall provide the ASP Services, Implementation Services and Support Services identified in any order or contract (“**Order**”) between ZOLL and another party (“**Customer**”) incorporating this Software Solutions Master Application Service Provider Agreement (together with each such Order, the “**Agreement**”). ASP Services are further defined in [Section 3](#). Implementation Services are further defined in [Section 4](#). Support Services are further defined in [Section 5](#). The ASP Services, Implementation Services, and Support Services are each, and are collectively, “**Services**”. The terms and conditions set forth in this Agreement shall only apply to ALS/BLS Software Solutions products that are used with ZOLL Medical Corporation defibrillators. For the sake of clarity, these terms and conditions do not apply to any ZOLL patient care reporting software.

2. Payment. Customer shall pay fees to ZOLL for Services as provided in any Order and this Agreement (“**Fees**”). Unless otherwise provided in the applicable Order, Customer will pay ZOLL all Fees due under this Agreement within thirty (30) days after the date of ZOLL’s invoice. The first invoice will be sent after the Deployment Effective Date. “Deployment Date” means the date upon which the deployment of the ASP Services is complete and it is able to function as described in the warranty set forth in this Agreement, regardless of whether Customer actually uses such ASP Services. “Deployment Effective Date” means the earlier of (a) the Deployment Date or (b) 90 days from the date after ZOLL’s shipment of defibrillators that are included on the Order (the “Latest Deployment Date”), unless a delay in the Deployment Date has been caused by ZOLL, in which case the Deployment Effective Date shall be postponed by a number of days equal to the delay that ZOLL has caused. Fees are non-refundable other than as expressly set forth herein. Amounts not paid when due will accrue interest at the rate of 1.5% per month, or the maximum allowed by law, whichever is less. Customer shall pay all expenses (including reasonable attorney’s fees) incurred by ZOLL in connection with collection of late payments. Any amounts not paid by Customer when due may result in the forfeiture by Customer, in ZOLL’s sole discretion, of any discounts previously offered by ZOLL. In addition, ZOLL may cease providing any or all of the Services if any invoice is not paid in a timely manner, in which event ZOLL will not be liable to Customer for any damages caused by such cessation. Payment terms are subject to ZOLL’s credit approval. Fees exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (“**Taxes**”).

3. ASP Services. “ASP Services” means the hosting and maintenance of ZOLL software, as modified, updated, and enhanced (the “**Underlying Software**”), for remote electronic access and use by Registered Users on the website with a unique URL to be provided by ZOLL to Customer (the “**ZOLL Site**”) in substantial conformity with the instructions for use, documentation and users manuals from time-to-time provided by ZOLL (the “**Documentation**”), as listed in any Order, on and after the Implementation Date (defined below) for such services and before that Order has expired or been terminated in accordance with the Agreement. Customer acknowledges that the ASP Services are only compatible with ZOLL equipment that has been enabled and configured for use with the ASP Services in accordance with the Documentation and only with the browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation.

3.1. Provision of ASP Services. Subject to the terms and conditions of the Agreement, ZOLL will use commercially reasonable efforts to make the ASP Services available to Customer and Customer’s employees, directors, principals, partners, consultants and agents authorized to use ASP Services on behalf of Customer and registered through the ZOLL Site for such use (“**Registered Users**”) through the ZOLL Site over normal network connections in accordance with the Documentation, excepting downtime due to necessary maintenance and troubleshooting. Customer, not ZOLL, shall be responsible for controlling Registered Users and protection of confidentiality of its login identifications and passwords. Customer acknowledges that (i) it is responsible for maintaining its interface and connectivity to the ASP Services and (ii) any facilities used for provision of the ASP Services may be owned or operated by ZOLL, or a ZOLL affiliate or a third party, or any combination of such facilities, as determined by ZOLL. Customer acknowledges that ZOLL may modify and upgrade the ASP Services, on an ongoing basis, to improve or adapt the ASP Services. Without limiting the foregoing, ZOLL will have the right, in its sole discretion, to develop, provide and market new, upgraded or modified ASP Services to Customer, including adding, removing or modifying the functionality or features of the ASP Services accessible by Registered Users. ZOLL will use commercially reasonable efforts to notify Customer within a reasonable period of time prior to the implementation of such changes so that Customer is reasonably informed of alterations to the ASP Services that will affect the ASP Services and Customer’s use of them. Notwithstanding anything to the contrary in the Agreement, ZOLL may cease providing any ASP Services upon at least six months advance notice to Customer.

3.2. Access Software. Subject to the terms and conditions of this Agreement, ZOLL grants to Customer, during the Term, a non-exclusive, non-transferable, non-sublicensable license for Registered Users to access and use the ASP Services using the ZOLL software that Registered Users may download at the ZOLL Site to access the ASP Services, as modified, updated and enhanced (the “**Access Software**”), each as made available to Customer through the ZOLL Site, solely for Customer’s internal business purposes and solely in accordance with the Documentation. Access Software and Underlying Software are, collectively, the “**Software**”.

3.3. Restrictions. Customer shall not, and shall not permit any third party to: (a) use, reproduce, modify, adapt, alter, translate or create derivative works from the ASP Services, Software or Documentation; (b) merge the ASP Services, Software or Documentation with other software or services; (c) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer or allow access to the ASP Services, Software or the Documentation to any third party; (d) reverse engineer, decompile, disassemble, or otherwise attempt to alter or derive the Source Code for the ASP Services or Software; (e) remove, alter, cover or obfuscate any copyright notices or other proprietary rights notices included in the ASP Services, Software or Documentation; or (f) otherwise use or copy the ASP Services, Software or Documentation in any manner not expressly permitted by the Agreement. Customer agrees not to use the ASP Services in excess of its authorized login protocols. Customer shall immediately notify ZOLL of any unauthorized use of Customer’s login ID, password or account or other breach of security. If Customer becomes aware of any actual or threatened activity contemplated by the restrictions on use set forth in this section, Customer will, and will cause Registered Users to, immediately take all reasonable measures necessary to stop the activity or threatened activity and to mitigate the effect of such activity including: (i) discontinuing and limiting any improper access to any data; (ii) preventing any use and disclosure of improperly obtained data; (iii) destroying any copies of improperly obtained data that may have been made on their systems; (iv) otherwise attempting to mitigate any harm from such events; and (v) immediately notifying ZOLL of any such event so that ZOLL may also attempt to remedy the problem and prevent its future occurrence.

3.4. Service Level Agreement.

3.4.1. Downtime. “**Downtime**”, expressed in minutes, is any time the ASP Services are not accessible to Registered Users.

3.4.2. Planned Downtime. “**Planned Downtime**” is Downtime during which ASP Services may not be available in order for ZOLL to continue to provide commercially reasonable services, features and performance to its customers. Planned Downtime includes, but is not limited to: (a) Standard Maintenance; and (b) Emergency Maintenance. “**Standard Maintenance**” is performed when upgrades or system updates are desirable. “**Emergency Maintenance**” is performed when a critical system update must be applied quickly to avoid significant Downtime. Standard Maintenance may be performed weekly on Monday and Wednesday between the hours of 7 p.m. to 11 p.m. in Broomfield, Colorado. ZOLL will provide Customer with notice at least 24 hours in advance of Standard Maintenance.

3.4.3. Excused Downtime. “**Excused Downtime**” time is Downtime caused by: (a) services, software or hardware provided by anyone or any entity other than ZOLL, (b) software, services or systems operating outside of a ZOLL Site, including any software or systems operating on a Customer’s premises (including ZOLL software); (c) a Force Majeure Event or (d) Customer’s failure to comply with its obligations under the Agreement or use of the ASP Services in ways that were not intended.

3.4.4. Unplanned Downtime. Unplanned Downtime in a calendar month is expressed as a percentage calculated as follows:

$$\frac{(\text{Downtime} - (\text{Planned Downtime} + \text{Excused Downtime}))}{\text{Total number of minutes in the calendar month}} \times 100 = x \%, \text{ where “x” is Unplanned Downtime.}$$

3.4.5. Unplanned Downtime Goal. ZOLL shall provide the ASP Services such that there is less than 1% of Unplanned Downtime in a calendar month (the “**Unplanned Downtime Goal**”). The ASP Services covered by the Unplanned Downtime Goal are those for which Customer has paid all Fees when due and is using in the course of carrying out its normal business operations in accordance with the Agreement.

3.4.6. Revocation of Administrative Rights. Notwithstanding anything to the contrary in the Agreement, ZOLL may revoke administrative rights, including database access rights, if the use of any such rights results in Downtime.

3.4.7. Customer Content; Security; Backup.

3.4.7.1. Customer Content. As between ZOLL and Customer, and without limiting the rights of any patient, Customer will retain all right, title and interest in and to all data, information or other content provided by Customer in its use of the ASP Services (“**Customer Content**”); *provided, however*, that ZOLL may de-identify and use Customer Content for any lawful purpose consistent with all applicable law.

3.4.7.2. Security. Subject to Customer’s obligations under this Agreement, ZOLL will implement commercially reasonable security measures within the ASP Services in an attempt to prevent unlawful access to Customer Content by third parties. Such measures may include, where appropriate, use of updated firewalls, commercially available virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches and virus definitions.

3.4.7.3. Backup of Customer Content (Not Applicable to Remote View). Although ZOLL will use commercially reasonable efforts to maintain the integrity of the Customer Content, to back up the Customer Content, and to provide full and ongoing access to the ASP Services, loss of access to the ASP Services and loss of Customer Content may occur. Customer will make provision for additional back-up storage of any critical Customer Content and shall be responsible for compliance with all records retention requirements applicable to Customer. ZOLL will not be responsible for any loss, corruption of or inaccessibility of the Customer Content due to interruption in the ASP Services or otherwise arising out of circumstances not within ZOLL’s control.

3.4.7.4. Availability of Customer Content (Not Applicable to Remote View). It is Customer’s responsibility to maintain any Customer Content that it requires for archival purposes, ongoing management of its operations and compliance with applicable records retention requirements. Unless specified otherwise in the Agreement, ZOLL will store Customer Content, other than Inactive Customer Content as defined below (the “**Active Customer Content**”), in ZOLL’s working data set until the earlier of (i) five years (calculated from the date of creation of such Customer Content, or ZOLL’s receipt of such Customer Content, whichever is later) or (ii) the expiration or termination of this Agreement or the Order under which such Active Customer Content was stored (the “**Active Retention Period**”). Upon the expiration of the Active Retention Period, ZOLL will notify Customer in writing and will provide Customer the option, which Customer shall exercise by informing ZOLL in writing, within 30 days of receiving the notice, that either (a) Customer wishes to receive Active Customer Content in a database determined by ZOLL in its sole and absolute discretion (a “**Database**”), or (b) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store the Active Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the Active Customer Content. During the time ZOLL stores Customer Content for Customer hereunder, ZOLL may periodically identify Customer Content that has had no activity associated with it for at least 180 days (“**Inactive Customer Content**”) and will notify Customer in writing of its intent to remove the Inactive Customer Content from ZOLL’s working data set and destroy such data, unless Customer requests, in writing, within 30 days of receiving the notice from ZOLL, that either (z) Customer wishes to receive the Inactive Customer Content in a Database, or (y) Customer will pay ZOLL, at ZOLL’s then-current storage rates and upon ZOLL’s then-current terms and conditions, to continue to store such Inactive Customer Content. If Customer fails to exercise one of the foregoing options within such 30-day period, ZOLL will have the right to destroy the applicable Inactive Customer Content in its possession or under its control. Except for this [Section 3.4.7.4](#), the terms of [Section 3.4](#) (including, without limitation, the Unplanned Downtime Goal) do not apply to Customer’s access of Inactive Customer Content. Customer represents, warrants and agrees that it (A) is solely responsible for determining the retention period applicable to it with respect to Customer Content maintained by ZOLL; (B) has consulted with or has had the opportunity to consult with legal, information governance or records management professionals; and (C) is not relying upon ZOLL to assist with determining the records maintenance or retention requirements applicable to it.

3.4.8. Remedies. A “**Service Credit**” means a percentage of the monthly Fee to be credited to Customer (subject to Customer’s written request therefor and ZOLL’s verification thereof) for any ASP Service for which the Unplanned Downtime Goal is exceeded in a calendar month. For any calendar month where the aggregate total of Unplanned Downtime for any ASP Service exceeds one percent ZOLL will provide a 10% Service Credit towards Customer’s monthly Fee for such ASP Service that was affected; *provided, that* Customer (i) requests such Service Credit in writing within 30 days of the end of the calendar month in which such Unplanned Downtime occurred, (ii) includes in such request the nature of, and date and time of such Unplanned Downtime and (iii) such Unplanned Downtime is verified by ZOLL. Such Service Credit will be applied to a future month’s invoice for such ASP Services, which typically is two months later. Failure to submit a written request for Service Credit as provided in this [Section 3.4.8](#) shall constitute a waiver of such Service Credit by Customer. Further, Service Credits shall not be issued if Customer is not current on all Fees due and payable. The remedy set forth in this [Section 3.4.8](#) shall be the Customers’ sole and exclusive remedy with respect to ZOLL exceeding the Unplanned Downtime Goal.

3.4.9. Modifications. Changes to this [Section 3.4](#) may be made from time to time at ZOLL’s sole discretion. Customer will be notified of any such changes that are material.

4. Implementation Services. ZOLL shall provide ASP Services implementation, training and any related services identified in an Order (the “**Implementation Services**”). Customer shall, in a timely manner and at its own expense, cooperate and provide or make available to ZOLL access to the Customer’s premises, systems, telephone, terminals and facsimile machines and all relevant information, documentation and staff reasonably required by ZOLL to enable ZOLL to perform the Implementation Services. Customer acknowledges that any time frames or dates for completion of the Implementation Services set out in an Order are estimates only and the ability to meet them is influenced by a range of factors including, without limitation, response times and level of cooperation of Customer. Any obligations as to time are therefore on a “reasonable efforts” basis only and ZOLL shall not be liable for failure to meet time frames or completion dates unless solely due to ZOLL’s negligence.

5. Support Services. ZOLL shall provide the following Support Services for ASP Services without any additional Fees, except that ZOLL will have no obligation to provide such Support Services if any Fees for ASP Services are past due.

5.1. Support.

5.1.1. Emergency Support. ZOLL shall provide telephone support to Customer for 24 hours a day, 7 days a week, to address Errors that prevent Customer from using Supported ASP Services for a purpose for which Customer has an immediate and material need. “**Supported ASP Services**” means the ASP Services for which Customer has paid the then-current Fees. “**Supported Environment**” means a browser and other technical environment that supports the use of the ASP Services in accordance with the Documentation. “**Error**” means a reproducible defect in the Supported ASP Services when operated in accordance with the Documentation in a Supported Environment that causes the Supported ASP Services not to operate substantially in accordance with such Documentation.

5.1.2. Technical Support. ZOLL shall provide telephone support to Customer during 6 a.m. to 6 p.m. Eastern Time, Monday to Friday, excluding ZOLL holidays (“**Business Hours**”) to address all other Errors relating to any Supported ASP Services. Such telephone support will include (i) clarification of functions and features of the Supported ASP Services; (ii) clarification of the Documentation; (iii) guidance in operation of the Supported ASP Services; (iv) assistance in identifying and verifying the causes of suspected Errors in the Supported ASP Services; and (v) advice on bypassing identified Errors in the Supported ASP Services, if reasonably possible. Responses to such reporting shall be provided at a minimum within twenty-four (24) hours during Business Hours.

5.1.3. Resolution. ZOLL shall use commercially reasonable efforts to provide a modification or workaround to Supported ASP Services that resolves an Error in all material respects (“**Resolution**”).

5.1.4. Expenses. Support Services provided hereunder shall be provided from Chelmsford, Massachusetts or Broomfield, Colorado, as determined in ZOLL’s sole discretion. Should Customer request that ZOLL send personnel to Customer’s location to resolve any Error in the Supported ASP Services, ZOLL may charge Customer a fee of \$2,500 for each day ZOLL personnel is at Customer’s location.

5.1.5. Exceptions. ZOLL shall have no responsibility under this Agreement to fix any Errors arising out of or related to the following causes: (a) Customer’s modification or combination of the Access Software (in whole or in part), (b) use of the Supported ASP Services in an environment other than a Supported Environment; or (c) accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of media not furnished by ZOLL; excessive heating; fire and smoke damage; operation of the Supported ASP Services with other media and hardware, software or telecommunication

interfaces; or causes other than ordinary use. Any corrections performed by ZOLL for such Errors shall be made, in ZOLL's reasonable discretion, at ZOLL's then-current time and material charges. ZOLL will provide the Support Services only for the most current release and the one immediately preceding major release of any Access Software. Notwithstanding anything to the contrary in the Agreement, (i) ZOLL may cease providing Support Services for any ASP Services upon at least six (6) months advance notice to Customer of such cessation and (ii) Support Services do not cover Third Party Products or Services (defined below).

5.2. Conditions and Limitations. Customer shall provide ZOLL with access to Customer's personnel and its equipment. This access must include the ability to remotely access the equipment on which the Supported ASP Services are operating and to obtain the same access to the equipment as those of Customer's employees having the highest privilege or clearance level. ZOLL will inform Customer of the specifications of the remote access methods available and associated software needed, and Customer will be responsible for the costs and use of said equipment. Fees for third party software and services are set by the owner of such software.

6. Warranties.

6.1. Implementation Services and Support Services. Subject to Customer's payment of the Fees, ZOLL warrants that any Implementation Services or Support Services provided to Customer will be performed with due care in a professional and workmanlike manner. ZOLL shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this [Section 6.1](#), perform again the Implementation Services or Support Services that gave rise to the breach or, in the case of Implementation Services, at ZOLL's option, refund the Fees for such Implementation Services paid by Customer for the Implementation Services which gave rise to the breach. The availability of any remedy for a breach of the warranty set forth in this [Section 6.1](#) is conditioned upon Customer notifying ZOLL in writing of such breach within thirty (30) days following performance of the defective Implementation Services or Support Services, specifying the breach in reasonable detail.

6.2. ASP Services and Access Software. Subject to Customer's payment of the Fees, ZOLL represents and warrants with respect to any ASP Services that (i) ZOLL has the right to license the Access Software and Documentation and make the ASP Services available to Customer pursuant to this Agreement and (ii) the ASP Services, when used as permitted and in accordance with the Documentation, will materially conform to the Documentation. ZOLL does not warrant that Customer's use of the ASP Services will be error free or uninterrupted. Customer will notify ZOLL in writing of any breach of this warranty with respect to any ASP Services prior to the expiration or termination of the Order for such ASP Services. If ZOLL is unable to provide a correction or work-around pursuant to the terms governing the provision of the ASP Services after using commercially reasonable efforts, ZOLL may terminate such Order upon written notice to Customer. Any such correction or work-around shall not extend the term of such Order. This [Section 6.2](#) sets forth Customer's exclusive remedy, and ZOLL's entire liability, for breach of the warranty for the ASP Services contained herein.

6.3. Warranty Disclaimers. The warranties for the Software and Services are solely and expressly as set forth in [Section 6.1](#) and [Section 6.2](#) and are expressly qualified, in their entirety, by this [Section 6.3](#). EXCEPT AS EXPRESSLY SET FORTH IN [SECTION 6.1](#) AND [SECTION 6.2](#), (A) THE SOFTWARE AND SERVICES ARE PROVIDED STRICTLY "AS IS", WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, WRITTEN OR ORAL; (B) ZOLL DOES NOT PROMISE THAT THE SOFTWARE OR SERVICES WILL BE SECURE, UNINTERRUPTED OR ERROR-FREE OR THAT THEY ARE SUITABLE FOR THE PARTICULAR NEEDS OF CUSTOMER, REGISTERED USERS OR ANY THIRD PARTY; AND (C) ZOLL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR USAGE IN TRADE. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT, AND THAT NO WARRANTIES ARE MADE BY ANY OF ZOLL'S LICENSORS OR SUPPLIERS WITH RESPECT TO THIRD PARTY PRODUCTS OR SERVICES. Customer acknowledges and agrees that, in entering into this Agreement, it has not relied upon the future availability of any new or enhanced feature or functionality, or any new or enhanced product or service, including, without limitation, updates or upgrades to ZOLL's existing products and services. ZOLL's performance obligations hereunder are limited to those expressly enumerated herein, and payment for ZOLL's performance obligations shall be due as described herein.

7. Confidentiality. Neither party will use any trade secrets, information, or other material, tangible or intangible, that relates to the business or technology of the other party and is marked or identified as confidential or is disclosed in circumstances that would lead a reasonable person to believe such information is confidential ("Confidential Information") for any purpose not expressly permitted by this Agreement, and will further disclose the Confidential Information of the party disclosing it ("Disclosing Party") only to the employees or contractors of the party receiving it ("Receiving Party") who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care. The ASP Services, Software and Documentation shall be ZOLL's Confidential Information (including without limitation any routines, subroutines, directories, tools, programs, or any other technology included in the Software), notwithstanding any failure to mark or identify it as such. The Receiving Party's obligations under this [Section 7](#) with respect to any Confidential Information of the Disclosing Party will terminate when and to the extent the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (ii) required by law or by the order of a court or similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such disclosure.

8. Indemnification.

8.1. By ZOLL. ZOLL will defend, at its own expense, any action against Customer or its or any of its agents, officers, director, or employees ("Customer Parties") brought by a third party alleging that any Software or Services infringe any U.S. patents or any copyrights or misappropriate any trade secrets of a third party, and ZOLL will pay those costs and damages finally awarded against the Customer Parties in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on Customer: (a) notifying ZOLL promptly in writing of such claim or action; (b) giving ZOLL sole control of the defense thereof and any related settlement negotiations; and (c) cooperating with ZOLL and, at ZOLL's request and expense, assisting in such defense. If any of the Software or Services become, or in ZOLL's opinion is likely to become, the subject of an infringement claim, ZOLL may, at its sole option and expense, either: (i) procure for Customer the right to continue using such Software or Services; (ii) modify or replace such Software or Services with substantially similar software or services so that such Software or Services becomes non-infringing; or (iii) terminate this Agreement, in whole or in part. Notwithstanding the foregoing, ZOLL will have no obligation under this [Section 8.1](#) or otherwise with respect to any infringement claim based upon: (1) use of any of the Software or Services not in accordance with this Agreement; (2) any use of any Software or Services in combination with products equipment, software, services or data not supplied by ZOLL if such infringement would have been avoided but for the combination with other products, equipment, software, services or data; (3) the failure of Customer to implement any replacements, corrections or modifications made available by ZOLL for any Software or Services including, but not limited to, any use of any release of the Software other than the most current release made commercially available by ZOLL; (4) any Customer Content; or (5) any modification of any Software or Services or use thereof by any person other than ZOLL or its authorized agents or subcontractors. This [Section 8](#) states ZOLL's entire liability and the exclusive remedy for any claims of infringement.

8.2. By Customer. Customer shall indemnify, defend and hold ZOLL and its agents, officers, directors and employees (the "ZOLL Parties") harmless from and against any and all liabilities, losses, expenses, damages and claims (collectively, "Claims") that arise out of the following except to the extent the Claims are due to the gross negligence, intentional misconduct or breach of this Agreement by the ZOLL Parties: (i) information provided to any of the ZOLL Parties by any of the Customer Parties; (ii) any of the Customer Parties' use or misuse of any of the Software or Services, including without limitation in combination with Customer's software or services or third party software or services; (iii) any modifications made by any of the Customer Parties to any of the Software or Services; (iv) infringement by any of the Customer

Parties of any third party intellectual property right; (v) Taxes (other than taxes based on ZOLL's net income) and any related penalties and interest, arising from the payment of the Fees or the delivery of the Software and Services to Customer; and (ix) any violation of laws or regulations, including without limitation applicable export and import control laws and regulations in the use of any of the Software or Services, by any of the Customer Parties.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL ZOLL OR ITS AFFILIATES, SUBCONTRACTORS OR SUPPLIERS, OR ANY OF THEIR OFFICERS OR DIRECTORS, BE LIABLE, EVEN IF ADVISED OF THE POSSIBILITY, FOR: (i) SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), (ii) LOSS OF PROFIT, DATA, BUSINESS OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR (iii) ANY LOSSES, COSTS OR DAMAGES ASSOCIATED WITH CUSTOMER'S PRODUCTS OR OTHER ELEMENTS INCORPORATED OR USED THEREWITH WHICH WERE NOT PROVIDED BY ZOLL OR WITH RESPECT TO ANY MODIFICATIONS MADE TO THE SOFTWARE OR SERVICES OR MISUSE OF THE SOFTWARE OR SERVICES. ZOLL'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE AMOUNT PAID TO ZOLL BY CUSTOMER FOR THE SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY. Customer acknowledges that these limitations reflect the allocation of risk set forth in this Agreement and that ZOLL would not enter into this Agreement without these limitations on its liability. Customer agrees that these limitations shall apply notwithstanding any failure of essential purpose of any limited remedy. The remedies in this Agreement are Customer's sole and exclusive remedies. In addition, ZOLL disclaims all liability of any kind of ZOLL's licensors and suppliers, for third party products or services, and for the actions or omissions of Customer's representatives.

10. Ownership. All right, title and interest, including but not limited to all existing or future copyrights, trademarks, service marks, trade secrets, patents, patent applications, know how, moral rights, contract rights, and proprietary rights, and all registrations, applications, renewals, extensions, and combinations of the foregoing, in and to the following are the exclusive property of ZOLL (or, as the case may be, its subsidiaries, licensors and suppliers): (i) ASP Services, Software, Documentation, and all proprietary technology used by ZOLL to perform its obligations under this Agreement; (ii) all software, tools, routines, programs, designs, technology, ideas, know-how, processes, techniques and inventions that ZOLL makes, develops, conceives or reduces to practice, whether alone or jointly with others, in the course of performing the Services; (iii) the fully compiled version of any of the foregoing software programs that can be executed by a computer and used without further compilation (the "Executable Code"); (iv) the human readable version of any of the foregoing software programs that can be compiled into Executable Code (the "Source Code"); and (v) all enhancements, modifications, improvements and derivative works of each and any of the foregoing (the "ZOLL Property"). If any derivative work is created by Customer from the Software or Services, ZOLL shall own all right, title and interest in and to such derivative work. Any rights not expressly granted to Customer hereunder are reserved by ZOLL (or its licensors and suppliers, as the case may be).

11. Term and Termination.

11.1. Term. The term of this Agreement ("Term") begins on the effective date of the first Order incorporating this Agreement and continues until it is terminated. The term of each Order begins on the effective date of such Order and continues until it expires or is terminated; *provided, however*, that such term (and any extension thereof) shall automatically renew for an equivalent period at ZOLL's then current list pricing unless either party notifies the other party in writing of an intent to not renew such term at least ninety (90) days prior to the expiration of such term. "Implementation Date" for any ASP Services means the earlier of (a) the date upon which the activation of such ASP Services is complete and such ASP Services are able to function as described in the warranty for such ASP Services, regardless of whether Customer uses such ASP Services or (b) one hundred eighty (180) days following the shipment of the monitor/defibrillators in connection with which such ASP Services are to be used, unless a delay in the activation of such ASP Services is caused by ZOLL, in which case the Implementation Date shall be postponed by a number of days equal to the delay that ZOLL has caused; or (c) if Customer does not use Implementation Services to activate such ASP Services, the date of the Order for such ASP Services.

11.2. Termination. Either party may terminate this Agreement or any Order without cause on thirty (30) days' prior written notice to the other party. Either party may terminate this Agreement or any Order if the other party materially defaults in the performance of any of its obligations hereunder and fails to cure such default within twenty (20) days after written notice from the non-defaulting party.

11.3. Effects of Termination. Upon expiration or termination of this Agreement or any Order for any reason: (a) all amounts, if any, owed to ZOLL under this Agreement or the Order that has expired or been terminated (the "Expired or Terminated Document") before such termination or expiration will become immediately due and payable; (b) Customer's right to access the ASP Services, and all licensed rights granted, in the Expired or Terminated Document will immediately terminate and cease to exist; and (c) Customer must (i) promptly discontinue all use of any ASP Services provided under the Expired or Terminated Document (ii) erase all copies of Access Software from Customer's computers and the computers of its customers and return to ZOLL or destroy all copies of such Access Software and related Documentation on tangible media in Customer's possession and (iii) return or destroy all copies of the Documentation in Customer's possession or control; (d) each party shall promptly discontinue all use of the other party's Confidential Information disclosed in connection with the Expired or Terminated Document and return to the other party or, at the other party's option, destroy, all copies of any such Confidential Information in tangible or electronic form. Additionally, if any Order for ASP Services is terminated by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal to the amount of (x) the Fees for such ASP Services otherwise payable during the initial term of such Order had such Order not been terminated during such term minus (y) the sum of such Fees paid by Customer to ZOLL prior to the date of termination. Upon ZOLL's request, Customer will provide a written certification (in a form acceptable to ZOLL), certifying as to Customer's compliance with its post-termination obligations set forth in this [Section 11.3](#).

12. General Provisions.

12.1. Compliance with Laws. Customer shall comply with all applicable laws and regulations, and obtain required authorizations, concerning its use of the ASP Services, including without limitation if applicable all export and import control laws and regulations. Customer will not use any ASP Services for any purpose in violation of any applicable laws. ZOLL may suspend performance if Customer violated applicable laws or regulations.

12.2. Audits and Inspections. Upon written request from ZOLL, Customer shall furnish ZOLL with a certificate signed by an officer of Customer stating that the ASP Services are being used strictly in accordance with the terms and conditions of this Agreement. During the Term and for a period of six months following the termination or expiration of this Agreement, upon prior written notice, ZOLL will have the right, during normal business hours, to inspect, or have an independent audit firm inspect, Customer's records relating to Customer's use of the ASP Services to ensure it is in compliance with the terms of this Agreement. The costs of the audit will be paid by ZOLL, unless the audit reveals that Customer's underpayment of Fees exceeds five percent. Customer will promptly pay to ZOLL any amounts shown by any such audit to be owing (which shall be calculated at ZOLL's standard, non-discounted rates) plus interest as provided in [Section 2](#) above.

12.3. Assignments. Customer may not assign or transfer, by operation of law or otherwise (including in connection with a sale of substantially all assets or equity, merger or other change in control transaction), any of its rights under this Agreement or any Order to any third party without ZOLL's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be null and void. ZOLL shall have the right to assign this Agreement or any Order to any affiliate, or to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise, and to contract with any third party to provide part of any of the Software and Services, and to delegate performance of this Agreement or any Order to any of its subsidiaries.

12.4. U.S. Government End Users. If Customer is a branch or agency of the United States Government, the following provision applies. The Software and Documentation are composed of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202 1 (JUN 1995) and 227.7202 3 (JUN 1995).

12.5. Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by electronic mail, courier, electronic facsimile, or certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in the most recent Order (or to such other address or person as from time to time provided by such party in accordance with this [Section 12.5](#)), and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner.

12.6. Governing Law and Venue; Waiver of Jury Trial. This Agreement will be governed by and interpreted in accordance with the laws of the State of Colorado without reference to its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in the State of Colorado, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

12.7. Remedies. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Software and Services are built on valuable trade secrets and proprietary information of ZOLL, that any actual or threatened breach hereof will constitute immediate, irreparable harm to ZOLL for which monetary damages would be an inadequate remedy, and that ZOLL will be entitled to injunctive relief for such breach or threatened breach. Customer further agrees to waive and hereby waives any requirement for the security or the posting of any bond in connection with such remedies. Such remedies shall not be considered to be the exclusive remedies for any such breach or threatened breach, but shall be in addition to all other remedies available at law or equity to ZOLL.

12.8. Waivers. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect. In any event, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in full force and effect, and be construed and enforced, as if such provision had not been included, or had been modified as above provided, as the case may be.

12.10. Independent Contractors. The parties are entering into, and will perform, this Agreement as independent contractors. Nothing in this Agreement will be construed to make either party the agent of the other for any purpose whatsoever, to authorize either party to enter into any contract or assume any obligation on behalf of the other or to establish a partnership, franchise or joint venture between the parties.

12.11. Third Parties. Customer is solely responsible for, and none of the fees set forth herein shall be deemed to cover, any amounts owed to third parties in connection with the use of the ASP Services. If Customer engages a third-party provider ("**Third Party Provider**") to deliver products or services, including without limitation software, integrated into or receiving data from or accessing the ASP Services ("**Third Party Products or Services**"), Customer represents, warrants and agrees that: (i) ZOLL shall have no liability, and makes no representation, with respect to such Third Party Products or Services; and (ii) the Third Party Provider shall not be an agent of ZOLL. To the extent the ASP Services or Software contains software owned by a third party for which ZOLL has a license agreement with a third party, the ASP Services and Software and all rights granted hereunder are expressly limited by and subject to any license agreements ZOLL may have for such software.

12.12. Force Majeure. Neither party shall be liable for damages for any delay or failure of performance hereunder (other than payment obligation) arising out of causes beyond such party's reasonable control and without such party's fault or negligence, including, but not limited to, failure of its suppliers to timely deliver acceptable parts or services, any act or omission of Customer that interferes with or impedes ZOLL's performance hereunder, acts of God, acts of civil or military authority, fires, riots, wars, embargoes, Internet disruptions, hacker attacks, or communications failures (a "**Force Majeure Event**").

12.13. Entire Agreement; Amendment; No Third Party Beneficiaries; Survival. This Agreement, which may be accepted by performance, constitutes the entire agreement between the parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral, except agreements at zollonline.com. Any other representation or agreement, whether written or oral, including but not limited to any purchase order issued by Customer, shall be wholly inapplicable to the Software and Services and shall not be binding in any way on ZOLL. This Agreement may not be amended or changed or any provision hereof waived except in writing signed by both parties. Any different or additional terms in any purchase order, confirmation or similar form issued or otherwise provided by Customer but not signed by an authorized representative of ZOLL shall have no force or effect. There are no third party beneficiaries of this Agreement. Those provisions of this Agreement that may be reasonably interpreted as surviving termination of this Agreement or the survival of which is necessary for the interpretation or enforcement of this Agreement shall continue in full force and effect in accordance with their terms notwithstanding the termination hereof including, but not limited to, [Section 7](#) (Confidentiality), [Section 8](#) (Indemnification), [Section 9](#) (Limitation on Liability), [Section 10](#) (Ownership), [Section 11.3](#) (Effects of Termination) and [Section 12](#) (General Provisions). This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

13. HIPAA. This [Section 13](#) applies if and to the extent that ZOLL creates, receives, maintains or transmits, directly or indirectly, any protected health information of Customer ("**PHI**") in the course of providing Software or Services to Customer. Capitalized terms used but not defined in this [Section 13](#) have the meanings assigned to them elsewhere in the Agreement or, if not defined therein, as defined in the Health Insurance Portability and Accountability Act of 1996 (P.L. 104 191), 42 U.S.C. Section 1320d, et seq., and regulations promulgated thereunder, as amended from time to time (such statute and regulations collectively referred to as "**HIPAA**"). "**Covered Entity**" as used herein means Customer. "**Business Associate**" as used herein means ZOLL. The purpose of this [Section 13](#) is to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing PHI and business associates under HIPAA

13.1. Applicability. This [Section 13](#) applies if and to the extent that Business Associate creates, receives, maintains or transmits, directly or indirectly, any PHI in the course of providing Software or Services to Covered Entity.

13.2. Compliance and Agents. Business Associate agrees that, to the extent it has access to PHI, Business Associate will fully comply with the requirements of this [Section 13](#) with respect to such PHI. Business Associate will ensure that every agent, including a subcontractor, of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will comply with the same restrictions and conditions as set forth herein.

13.3. Use and Disclosure; Rights. Business Associate agrees that it shall not use or disclose PHI except as permitted under this Agreement, and in compliance with each applicable requirement of 45 CFR Section 164.504(e). Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement, (b) to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, or (c) to provide data aggregation functions to Covered Entity as permitted by HIPAA. Further, Business Associate may use the PHI received by it in its capacity as Business Associate, if necessary, to properly manage and administer its business or to carry out its legal responsibilities. Business Associate may disclose the PHI received by it in its capacity as Business Associate to properly manage and administer its business or to carry out its legal responsibilities if: (a) the disclosure is required by law, or (b) the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if done by Covered Entity.

13.4. Safeguards. Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, as required in 45 C.F.R. §§164.308 - 164.312, sufficient to prevent any use or disclosure of electronic PHI other than as permitted or required by this Agreement.

13.5. Minimum Necessary. Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request.

13.6. Report of Improper Use or Disclosure. Business Associate shall report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement and any security incident of which it becomes aware. Business Associate will, following the discovery of a breach of "**unsecured protected health information**," as defined in 45 C.F.R. § 164.402, notify Covered Entity of such breach within 15 days. The notice shall include the identification of each individual whose unsecured protected health information has been, or is reasonably believed by Business Associate to have been, accessed,

acquired, or disclosed during such breach. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement.

13.7. Individual Access. In accordance with an individual’s right to access to his or her own PHI in a designated record set under 45 CFR §164.524 and the individual’s right to copy or amend such records under 45 CFR §164.524 and §164.526, Business Associate shall make available all PHI in a designated record set to Covered Entity to enable the Covered Entity to provide access to the individual to whom that information pertains or such individual’s representative.

13.8. Amendment of and Access to PHI. Business Associate shall make available for amendment PHI in a designated record set and shall incorporate any amendments to PHI in a designated record set in accordance with 45 CFR §164.526 and in accordance with any process mutually agreed to by the parties.

13.9. Accounting. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to an individual’s request for an accounting of disclosures of their PHI in accordance with 45 CFR §164.528. Business Associate agrees to make available to Covered Entity the information needed to enable Covered Entity to provide the individual with an accounting of disclosures as set forth in 45 CFR §164.528.

13.10. DHHS Access to Books, Records, and Other Information. Business Associate shall make available to the U.S. Department of Health and Human Services (“DHHS”), its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity’s compliance with HIPAA.

13.11. Individual Authorizations; Restrictions. Covered Entity will notify Business Associate of any limitation in its notice of privacy practices, any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual and of any changes in or revocation of an authorization or other permission by an individual, to the extent that such limitation, restriction, change, or revocation may affect Business Associate’s use or disclosure of PHI.

13.12. HITECH Act Compliance. Covered Entity and Business Associate agree to comply with the amendments to HIPAA included in the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), including all privacy and security regulations issued under the HITECH Act that apply to Business Associate.

13.13. Breach; Termination; Mitigation. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate’s obligations under this Section 13, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity may terminate this Agreement. Business Associate shall take reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

13.14. Return of PHI. Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall (a) return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate has continued to maintain in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Section 13 to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

13.15. De-identified Health Information. Business Associate may de-identify any and all PHI and may create a “**Limited Data Set**” in accordance with 45 C.F.R. § 164.514(b) & (e). Covered Entity acknowledges and agrees that de-identified information is not PHI and that Business Associate may use such de-identified information for any lawful purpose. Use or disclosure of a Limited Data Set must comply with 45 CFR 164.514(e).

13.16. Survival. All representations, covenants, and agreements in or under this Section 13 shall survive the execution, delivery, and performance of this Agreement.

13.17. Further Assurances; Conflicts. Each party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other party to carry out the purpose and intent of this Section 13. The terms and conditions of this Section 13 will override and control any expressly conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement shall remain in full force and effect. Any ambiguity shall be resolved in a manner that will permit Covered Entity to comply with HIPAA. For the avoidance of doubt, a limitation on liability in the Agreement does not conflict with this Section 13.

13.18. Applicable Law. The parties acknowledge and agree that HIPAA may be amended and additional guidance or regulations implementing HIPAA may be issued after the date of the execution of this Agreement and may affect the parties’ obligations hereunder. The parties agree to take such action as is necessary to amend this Agreement from time in order as is necessary for Covered Entity to comply with HIPAA.

By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

Name: _____

Title: _____

Company: _____

Company Address: _____

Date: _____

A2022071

CA #: _____

Nov. 22, 2021

Date Received: _____

To be completed by the Procurement Division

Contract Amendment is Approved (Additional Comments: _____ contingent upon the law depts review and approval
of the document.

Contract Amendment is Denied for _____

PURCHASING AGENT: Michelle R. Hernandez Lane **Date:** 11/30/2021 | 3:35 PM

Cantlon, Judy (Finance - Contract Compliance)

From: Burtchaell, Leigh Anne (NFD)
Sent: Monday, November 22, 2021 11:01 AM
To: Finance – Procurement Resource Group
Cc: McAlister, Robert (NFD-EMS)
Subject: Proposed Amendment for NFD Contract with Zoll Medical
Attachments: Contract Amendment Request Form Zoll 11.22.2021.docx; Software Solutions ASP Agreement (hosted w-signature) - ZOLL.docx

Categories: Judy

Please see the attached Contract amendment form for Zoll Medical. This amendment if approved would allow NFD to utilize Zoll's software that accompanies the Cardiac Monitors for better patient care. Deputy Director – EMS Robert McAlister is the contact on this contract for NFD. If you have any questions, please let us know.

Leigh Anne Burtchaell
Executive Administrator – Finance



Office – 615.862.6364
Mobile – 615.506.3003
Fax – 615.214.3680

Certificate Of Completion

Envelope Id: 9B35F9B2A65B4DB79876F78A77AC7BB5	Status: Completed
Subject: Contract Amendment Request Form for Fire Dept - A2022071 Zoll Medical Corp	
Source Envelope:	
Document Pages: 9	Signatures: 3
Certificate Pages: 15	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185

Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
11/22/2021 2:12:56 PM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Judy Cantlon	Completed	Sent: 11/22/2021 2:17:14 PM
Judy.Cantlon@nashville.gov		Viewed: 11/22/2021 2:18:38 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.185	Signed: 11/22/2021 2:19:05 PM

Electronic Record and Signature Disclosure:
Accepted: 11/22/2021 2:18:38 PM
ID: e85b3daf-9f8e-45f1-a144-a3b1c6889768

Leigh Anne Burtchaell	<i>Leigh Anne Burtchaell</i>	Sent: 11/22/2021 2:19:09 PM
LeighAnne.Burtchaell@nashville.gov		Viewed: 11/22/2021 7:53:58 PM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Signed: 11/23/2021 7:09:03 AM
	Using IP Address: 170.190.198.190	

Electronic Record and Signature Disclosure:
Accepted: 11/22/2021 7:53:58 PM
ID: 1e79682a-9e08-4299-aa6e-da86d9bf4d7d

William Swann	William Swann	Sent: 11/23/2021 7:09:09 AM
william.swann@nashville.gov		Viewed: 11/23/2021 10:14:48 AM
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	Signed: 11/23/2021 10:15:13 AM
	Using IP Address: 170.190.198.190	

Electronic Record and Signature Disclosure:
Accepted: 11/23/2021 10:14:48 AM
ID: b4c11bdf-f255-4294-94a5-f5497216d410

Michelle A. Hernandez Lane	<i>Michelle A. Hernandez Lane</i>	Sent: 11/23/2021 10:15:19 AM
michelle.lane@nashville.gov		Viewed: 11/30/2021 3:33:13 PM
Chief Procurement Officer/Purchasing Agent Metro	Signature Adoption: Pre-selected Style	Signed: 11/30/2021 3:35:06 PM
Security Level: Email, Account Authentication (None)	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/27/2021 2:38:03 PM ID: 1113d3e5-9e9b-4639-b656-ad874105d9c8	COPIED	Sent: 11/30/2021 3:35:12 PM
PRG prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/30/2021 3:35:14 PM
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/30/2021 3:35:15 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/22/2021 2:17:14 PM
Certified Delivered	Security Checked	11/30/2021 3:33:13 PM
Signing Complete	Security Checked	11/30/2021 3:35:06 PM
Completed	Security Checked	11/30/2021 3:35:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

JLR



METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

March 16, 2021

Kurt Sandstorm
Zoll Medical Corporation
269 Mill Road
Chelmsford, MA 01824

Re: **Revised Line Item Pricing for Contract # 449466**

To whom it may concern:

The Metropolitan Government of Nashville and Davidson County ("Metro") has completed the review of the revised updated pricing. Metro has agreed to incorporate the attached **Exhibit A-Pricing** into the referenced Contract. This revised exhibit will go into effect when both parties below have signed.

The Contract shall otherwise continue in full force and effect, pursuant to its terms. There will be no change to the original value of the Contract.

The Metropolitan Government of Nashville and Davidson County:

Michelle A. Hernandez Lane

Purchasing Agent

Michelle A. Hernandez Lane

Printed Name

3/17/2021 | 3:40 PM CDT

Date Signed

Contractor:
Zoll Medical Corporation

Kurt Sandstrom

Contracting Authority

Kurt Sandstrom

Printed Name

3/17/2021 | 11:09 AM CDT

Date Signed

Exhibit A-Pricing

Contract 449466

ITEM	ITEM_DESCRIPTION	UOM	ALIST_PRICE	MODIFIER_PRICE
024-0012-00	Power Supply, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L Plugs	EA	\$ 139.13	\$ 107.13
12-0242-000	Impedance Threshold Device (ITD) that attaches to the airway during CPR to enhance negative pressure and increase perfusion. The ITD 10 is a disposable product (one time use only).	EA	\$ 110.00	\$ 104.50
12-0242-030	ResQPOD ITD 10, MIL-SKU	EA	\$ 110.00	\$ 104.50
12-0586-000	Replacement suction cup for the ResQPUMP ACD-CPR device. This suction cup further increases blood return by re-expanding the chest with a lift force of up to 10 kg.	EA	\$ 40.00	\$ 38.00
12-0707-000	ResQGARD FM Kit	EA	\$ 59.00	\$ 56.05
12-0822-000	ResQPOD ITD 16 - Impedance Threshold Device (ITD) attaches to the airway during CPR to enhance negative pressure to increase perfusion; disposable; single patient use only; replacement component of the ResQCPR System.	EA	\$ 110.00	\$ 104.50
12-0823-000	ResQPUMP ACD-CPD Device - Allows the user to perform active compression decompression CVPR (ACD-CPR) with up to 10 kg lift; replacment component of the ResQCPR System.	EA	\$ 1,075.00	\$ 1,021.25
12-0825-000	ResQCPR System - Increases the likelihood of survival in adult, non-traumatic carrdiac arrest; includes one (1) ResQPUMP ACD-CPR Device, and two (2) ResQPOD ITD 16's.	EA	\$ 1,295.00	\$ 1,230.25
12-0869-000	ResQCPR demo kit: includes ResQMAN demonstrator and ResQPOD ITD	EA	\$ 59.95	\$ 56.95
12-0935-000	Carrying case for the ResQCPR System componenets.	EA	\$ 60.00	\$ 57.00
12-2116-000	Manikit	EA	\$ 159.00	\$ 151.05
12-2394-000	ResQPAD	EA	\$ 29.00	\$ 29.00
12-2507-000	Training versions of one (1) ResQPUMP and two (2) ResQPODs, all intended for training ONLY and labeled "NOT FOR HUMAN USE". Sold as individual kits.	EA	\$ 695.00	\$ 660.25
20100000101011010	AED Plus with Graphical Cover	EA	\$ 1,995.00	\$ 1,356.60
20100000102011010	AED Plus with AED Cover	EA	\$ 1,995.00	\$ 1,356.60
20100010102011320	ZOLL AED PLUS, PS SERIES, LCD, NO VOICE RCDG, W/BATTERIES, FED GOVT VALUE PKG	EA	\$ 2,483.00	\$ 1,688.44
20600000101011010	AED Plus and Small Pelican Case	EA	\$ 2,095.00	\$ 1,424.60
20600001101011010	AED Plus with Voice Recording and Small Pelican Case	EA	\$ 2,300.00	\$ 1,564.00
20700000101011010	AED Plus and Large Pelican Case	EA	\$ 2,145.00	\$ 1,458.60

Exhibit A-Pricing

Contract 449466

20700001101011010	AED Plus with Voice Recording and Large Pelican Case	EA	\$	2,345.00	\$	1,594.60
21400710702011010	Fully Automatic AED Plus with AED Cover	EA	\$	2,095.00	\$	1,424.60
22300700701011010	Fully Automatic AED Plus with Graphical Cover	EA	\$	1,995.00	\$	1,356.60
22300700702011010	Fully Automatic AED Plus with AED Public Access Cover	EA	\$	1,995.00	\$	1,356.60
334-0125-00	CPAP Harness Only, disposable, single patient use, can be used with Size 4, 5, and 6 size masks.	EA	\$	16.18	\$	13.75
334-0125-10	Harness, Mask, Universal	CS	\$	161.84	\$	137.56
402-0017-00	CASE, PADDED, ASPIRATOR, W/O ACCESSORIES POUCH, MODEL 326	EA	\$	137.50	\$	116.88
465-0024-00	Bacterial/Viral filter (Case of 50)	EA	\$	409.70	\$	348.25
465-0025-00	Bacterial/Viral filter +HME, Case of 20	EA	\$	340.00	\$	289.00
465-0027-00	731 air inlet filter, EACH	EA	\$	10.25	\$	8.71
465-0028-00	FILTER, FOAM, INLET, 1.08" DIA. X 1/2" THICK,INDIVIDUALLY BAGGED	EA	\$	8.03	\$	6.83
601-0120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	25,779.25	\$	18,818.85
601-0121112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	30,774.25	\$	22,465.20
601-0130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	28,524.25	\$	20,822.70
601-0131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	33,519.25	\$	24,469.05
601-0140112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, SPMET, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	30,879.25	\$	22,541.85
601-0220102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	24,834.25	\$	18,129.00
601-0220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	28,329.25	\$	20,680.35
601-0221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	33,324.25	\$	24,326.70
601-0230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	31,074.25	\$	22,684.20
601-0231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	36,069.25	\$	26,330.55
601-2120011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2 and CPR Expansion Pack	EA	\$	29,730.00	\$	21,702.90

Exhibit A-Pricing

Contract 449466

601-2120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	34,229.25	\$	24,987.35
601-2120212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	35,224.25	\$	25,713.70
601-2121011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, EtCO2 and CPR Expansion Pack	EA	\$	34,725.00	\$	25,349.25
601-2121102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	35,729.25	\$	26,082.35
601-2121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	\$	39,224.25	\$	28,633.70
601-2121212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	40,219.25	\$	29,360.05
601-2130011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO and CPR Expansion Pack	EA	\$	32,475.00	\$	23,706.75
601-2130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	36,974.25	\$	26,991.20
601-2130212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	37,969.25	\$	27,717.55
601-2131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	41,969.25	\$	30,637.55
601-2220011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2 and CPR Expansion Pack	EA	\$	32,280.00	\$	23,564.40
601-2220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	36,779.25	\$	26,848.85
601-2220212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	37,774.25	\$	27,575.20
601-2220411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, Temp and CPR Expansion Pack	EA	\$	33,275.00	\$	24,290.75
601-2220511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp and CPR Expansion Pack	EA	\$	36,025.00	\$	26,298.25
601-2221011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, CPR Expansion Pack and EtCO2	EA	\$	37,275.00	\$	27,210.75

Exhibit A-Pricing

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601-2221102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	38,279.25	\$	27,943.85
601-2221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	41,774.25	\$	30,495.20
601-2221212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	42,769.25	\$	31,221.55
601-2221411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, EtCO2, Temp and CPR Expansion Pack	EA	\$	38,270.00	\$	27,937.10
601-2221511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp, CPR Expansion Pack and EtCO2	EA	\$	41,020.00	\$	29,944.60
601-2230011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO and CPR Expansion Pack	EA	\$	35,025.00	\$	25,568.25
601-2230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	39,524.25	\$	28,852.70
601-2230411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, Temp and CPR Expansion Pack	EA	\$	36,020.00	\$	26,294.60
601-2230511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp and CPR Expansion Pack	EA	\$	38,770.00	\$	28,302.10
601-2231001-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NO NIBP, SpO2, SpCO, CPR Expansion Pack, EtCO2, DMST	EA	\$	36,525.00	\$	26,663.25
601-2231011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2 and CPR Expansion Pack	EA	\$	40,020.00	\$	29,214.60
601-2231102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	41,024.25	\$	29,947.70
601-2231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	44,519.25	\$	32,499.05
601-2231212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	45,514.25	\$	33,225.40
601-2231411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, Temp and CPR Expansion Pack	EA	\$	41,015.00	\$	29,940.95

Exhibit A-Pricing

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601-2231511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp, CPR Expansion Pack and EtCO2	EA	\$	43,765.00	\$	31,948.45
601-2240011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet and CPR Expansion Pack	EA	\$	37,380.00	\$	27,287.40
601-2240511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, IBP/Temp and CPR Expansion Pack	EA	\$	41,125.00	\$	30,021.25
601-2241011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, CPR Expansion Pack and EtCO2	EA	\$	42,375.00	\$	30,933.75
601-2241112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	46,874.25	\$	34,218.20
601-2241212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	47,869.25	\$	34,944.55
601-2241411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, EtCO2, Temp and CPR Expansion Pack	EA	\$	43,370.00	\$	31,660.10
601-2241511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, IBP/Temp, CPR Expansion Pack and EtCO2	EA	\$	46,120.00	\$	33,667.60
601-2261112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPHB, SPOC, PVI, PI, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	49,509.25	\$	36,141.75
601-2261511-01	X Series Monitor/Defibrillator 12-Lead with Interp, Pacing, NIBP, SpO2, SpHb, SpOC, SpCO, PVI & PI,(Rainbow), IBP/Temp CPR Expansion Pack and EtCO2.,DMST	EA	\$	48,755.00	\$	35,591.15
601-2271011-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPHB, SPOC, SPCO ,SPMET, PVI & PI,(RAINBOW), CPR EXPANSION PACK AND ETCO2.,DMST	EA	\$	47,365.00	\$	34,576.45
601-2271112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12-LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, SPHB, SPOC, PVI, PI, ETCO2 BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	51,864.25	\$	37,860.90
601-2271211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, SPCO, SPMET, SPHB, SPOC PVI & PI, BVM/TEMP, CPR EXTENDED INSTALLED, US	EA	\$	52,859.25	\$	38,587.25

Exhibit A-Pricing

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601-2271511-01	X Series Monitor/Defibrillator with 12-Lead with Interp, Pacing, NIBP, SpO2, SpHb, SPOC, SpCO, SPMet, PVI & PI, (Rainbow), IBP/Temp, CPR Expansion Pack and EtCO2	EA	\$	51,110.00	\$	37,310.30
601-2431112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	46,314.25	\$	33,809.40
601-2431212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	\$	47,309.25	\$	34,535.75
620-0403-00	Cable Tie.Nylon,.14"x.05"x7"	EA	\$	0.22	\$	0.15
703-0003-00	Aeesmbly,Kit,Bracket,Mounting,Wall,Vehicle	EA	\$	72.62	\$	61.73
703-0731-03	ASSEMBLY, CARRY CASE, 731, NO AC RECEPTACLE	EA	\$	206.48	\$	175.51
703-0731-17	Ventilator carrier (cage) in olive for the AEV and EMV+	EA	\$	395.00	\$	335.75
703-0731-27	Assy, Vent Carrier, Eagle II	EA	\$	395.00	\$	335.75
704-0004-00	731 Low Flow O2 reservoir kit for use with low flow oxygen delivery	EA	\$	108.29	\$	92.05
704-0731-09	Assembly, Fabrication, IV Pole, Rolling Stand	EA	\$	282.99	\$	240.54
704-0750-08	Assembly, Bracket, Pole Mounting, Universal	EA	\$	147.84	\$	125.66
704-0EMV-06	Assembly, Cable, DC, External Power, 12V	EA	\$	50.93	\$	43.29
708-0042-00	Power Cord, 6', 18AWG 3 SPT-2, NEMA 5-15P, IEC60320-C5	EA	\$	11.25	\$	9.56
710-0731-01	Assembly, Power Supply/Line Cord	EA	\$	145.43	\$	123.62
712-0002-00	CPAP Mask and Harness Kit #5, Adult, Each	EA	\$	27.95	\$	23.76
712-0002-20	CPAP Mask and Harness Kit #5, Adult, Case of 20	CS	\$	559.00	\$	475.15
712-0002-50	CPAP Mask and Harness Kit #5, Adult, Case of 50	EA	\$	1,397.50	\$	1,187.88
712-0003-00	CPAP Mask and Harness Kit #6, Large Adult	EA	\$	27.95	\$	23.76
712-0003-20	CPAP Mask and Harness Kit #6, Large Adult, Case of 20	CS	\$	559.00	\$	475.15
712-0003-50	CPAP Mask and Harness Kit #6, Large Adult, Case of 50	EA	\$	1,397.50	\$	1,187.88
712-0004-00	CPAP Mask and Harness Kit #4, Child, Each	EA	\$	27.95	\$	23.76
712-0004-20	CPAP Mask and Harness Kit #4, Child, Case of 20	CS	\$	559.00	\$	475.15
712-0004-50	CPAP Mask and Harness Kit #4, Child, Case of 50	CS	\$	1,397.50	\$	1,187.88
8000-000200	Cuff, Blood Pressure, Disposable, ISO Connector, Size 1 Neonate (Qty 10)	EA	\$	90.00	\$	63.00
8000-000201	Cuff, Blood Pressure, Disposable, ISO Connector, Size 2 Neonate (Qty 10)	EA	\$	95.00	\$	66.50
8000-000202	Cuff, Blood Pressure, Disposable, ISO Connector, Size 3 Neonate (Qty 10)	EA	\$	100.00	\$	70.00
8000-000203	Cuff, Blood Pressure, Disposable, ISO Connector, Size 4 Neonate (Qty 10)	EA	\$	105.00	\$	73.50
8000-000204	Cuff, Blood Pressure, Disposable, ISO Connector, Size 5 Neonate (Qty 10)	EA	\$	110.00	\$	77.00

Exhibit A-Pricing

Contract 449466

8000-000205	Hose, Blood Pressure Cuff, Infant/Neonate, 8 foot, ISO Connector	EA	\$	125.00	\$	87.50
8000-000371	Rainbow Adult Reusable Patient Sensor for SpO2, SpCO, SPMet	EA	\$	845.00	\$	591.50
8000-000372	Rainbow Pediatric Reusable Patient Sensor for SpO2, SpCO, SPMet	EA	\$	845.00	\$	591.50
8000-000393-01	X SERIES CARRY CASE, PREMIUM	EA	\$	695.00	\$	542.10
8000-000404-01	CARRY CASE, REAR BAG, X SERIES	EA	\$	25.00	\$	17.50
8000-000405-01	CARRY CASE, SHOULDER STRAP, X SERIES	EA	\$	12.00	\$	8.40
8000-000456	Masimo Single Patent Ear Sensor, LNCS E1 (BOX OF 10)	EA	\$	425.00	\$	297.50
8000-000457	Masimo Single Patient Ear Sensor, M-LNCS E1 (BOX OF 10)	EA	\$	425.00	\$	297.50
8000-000459	M-LNCS DCI Reusable Sensor	EA	\$	295.00	\$	206.50
8000-000462	Rainbow, R1-25L Adult Adhesive Sensors, SpHb, SpO2, SPMet (10 PER BOX)	EA	\$	1,095.00	\$	766.50
8000-000467	Rainbow, DCI SC-400, Pediatric Reusable Finger Sensor, SpHb, SpO2, SPMet, 3ft	EA	\$	1,795.00	\$	1,256.50
8000-000468	Rainbow, R1-25 Butterfly Adult Adhesive Sensors, SpHb, SpO2, SPMet	EA	\$	1,095.00	\$	766.50
8000-000469	Rainbow, R1-20 Butterfly Pediatric Adhesive Sensors, SpHb, SpO2, SPMet	EA	\$	1,095.00	\$	766.50
8000-000475	Masimo, M-LNCS ADTX, Adult Adhesive Sensor (20 PER BOX)	EA	\$	325.00	\$	227.50
8000-000476	Masimo, M-LNCS PDTX-3, Pediatric Adhesive Sensor (20 PER BOX)	EA	\$	340.00	\$	238.00
8000-000477	Masimo M-LNCS INF-3, Infant Adhesive Sensor (20 PER BOX)	EA	\$	430.00	\$	301.00
8000-000478	Masimo, M-LNCS NEOPT-3, Neonatal Preterm Adhesive Sensor (20 PER BOX)	EA	\$	470.00	\$	329.00
8000-000488-01	MULTI-TECH CELL MODEM, EXTERNAL ANTENNA KIT, GSM, US, (REF: 9355-000488-01.MTC-H5-B03-ZOLL)	EA	\$	895.00	\$	626.50
8000-000493	ANTENNA, ULTRA-WIDEBAND,4G/3G/2G, ADHESIVE	EA	\$	49.95	\$	34.97
8000-000696	ZOLL AED 3 Battery Pack (Lithium Manganese Dioxide battery pack)	EA	\$	160.00	\$	121.60
8000-000901-01	ECG Plain White Paper - 80 mm, Case of 6 Rolls	EA	\$	24.00	\$	16.80
8000-000903-01	Power Extension Cable	EA	\$	112.00	\$	78.40
8000-000910-01	Thermal Paper with Grid - 80 mm, Case of 6 Rolls	EA	\$	24.00	\$	16.80
8000-000925	ZOLL AED Simulator Designed to be used with ZOLL AED 3, AED Plus and/or AED Pro	EA	\$	290.00	\$	220.40
8000-001128	FLOWTUBE, ACCUVENT, BOX OF 10	EA	\$	625.00	\$	500.00
8000-001250	ZOLL AED 3 Carry Case	EA	\$	120.00	\$	91.20
8000-001251	Spare Battery Case For ZOLL AED 3 Carry Case	EA	\$	20.00	\$	15.20
8000-001252	Replacement Shoulder Strap For ZOLL AED 3 Carry Case	EA	\$	15.00	\$	11.40
8000-001253	Small Rigid Plastic Case Holds ZOLL AED 3/spare battery pack	EA	\$	295.00	\$	224.20

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8000-001254	Large Rigid Plastic Case Holds ZOLL AED 3/spare electrodes/spare battery pack	EA	\$	315.00	\$	239.40
8000-001255	ZOLL AED 3 Wall Mount Bracket (Device Only)	EA	\$	55.00	\$	41.80
8000-001268	HARD CASE, M330 MULTIFUNCTION ASPIRATOR	EA	\$	307.00	\$	260.95
8000-001392	RAINBOW RC-4, 4FT REUSABLE EMS PATIENT CABLE (REF: 4481)	EA	\$	245.00	\$	171.50
8000-001405-01	KIT, MULTI-TECH MTC CAT M1 CELL MODEM, VERIZON (MTC-MVW1-B03-ZOLL)	EA	\$	895.00	\$	626.50
8000-0246-30	8 FT PULSE OX PATIENT CABLE	EA	\$	270.00	\$	189.00
8000-0304	POWER CORD, 120/60HZ W/FERRITE, DMST	EA	\$	37.50	\$	26.25
8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 4ft (Red 4' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	EA	\$	295.00	\$	206.50
8000-0331	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 10ft (Red 10' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	EA	\$	345.00	\$	241.50
8000-0332	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Adult Reusable Patient Cable / Sensor)	EA	\$	345.00	\$	241.50
8000-0333	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Pediatric Reusable Patient Cable / Sensor)	EA	\$	395.00	\$	276.50
8000-0334	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Adult Reusable Patient Cable / Sensor)	EA	\$	595.00	\$	416.50
8000-0335	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Pediatric Reusable Patient Cable / Sensor)	EA	\$	645.00	\$	451.50
8000-0336	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients > 30 kg, Box of 10 (Rainbow Single use Sensor for Patients > 30 kg)	EA	\$	695.00	\$	486.50
8000-0337	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients < 3kg, > 30 kg, Box of 10 (Rainbow Single use Sensor for Patients < 3kg, > 30 kg)	EA	\$	695.00	\$	486.50
8000-0339	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients 10-50 kg, Box of 10 (Rainbow Single use Sensor for Pediatrics 10 - 50 kg)	EA	\$	795.00	\$	556.50
8000-0340	SpO2/SpCO/SPMet Rainbow Single use Sensors: Infant Patients 3-30 kg (10 Per Box)	EA	\$	795.00	\$	556.50
8000-0341	SpO2/SpCO/SPMet Rainbow Patient Cable: Connects to Single use Sensors (4 Ft) (Rainbow 4' Reusable Patient Cable - Connects to Rainbow 2 Piece Sensors)	EA	\$	245.00	\$	171.50

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8000-0342	SpO2/SpCO/SPMet Rainbow Patient Cable: Connects to Single use Sensors (12 Ft) (Rainbow 12' Reusable Patient Cable - Connects to Rainbow 2 Piece Sensors)	EA	\$	295.00	\$	206.50
8000-0343	SpO2/SpCO/SPMet Rainbow DCI Adult Reusable Patient Cable/Sensor (8 Ft) (Rainbow 8' DCI Adult Reusable Patient Cable / Sensor)	EA	\$	895.00	\$	626.50
8000-0344	SpO2/SpCO/SPMet Rainbow DCI Adult Reusable Patient Cable/Sensor (12 Ft) (Rainbow 12' DCI Adult Reusable Patient Cable / Sensor)	EA	\$	1,095.00	\$	766.50
8000-0345	SpO2/SpCO/SPMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (8 Ft) (Rainbow 8' DCI Pediatric Reusable Patient Cable / Sensor)	EA	\$	995.00	\$	696.50
8000-0346	SpO2/SpCO/SPMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 Ft) (Rainbow 12' DCI Pediatric Reusable Patient Cable / Sensor)	EA	\$	1,195.00	\$	836.50
8000-0370	CPR Connector	EA	\$	265.00	\$	185.50
8000-0375-01	AED Plus Trainer / Trainer 2 Carry Case.	EA	\$	85.00	\$	57.80
8000-0377	SpO2 Rainbow DBI-DC8 Reusable Patient Cable / Sensor, 8ft	EA	\$	925.00	\$	647.50
8000-0580-01	Six Hour Rechargeable SurePower II Smart Battery (Six Hour Rechargeable Smart Battery)	EA	\$	495.00	\$	346.50
8000-0640	Neonatal Disposable Cuffs Size 1, 3 - 6 cm, Box of 10	EA	\$	90.00	\$	63.00
8000-0641	Neonatal Disposable Cuffs Size 2, 4 - 8 cm, Box of 10	EA	\$	95.00	\$	66.50
8000-0642	Neonatal Disposable Cuffs Size 3, 6 - 11 cm, Box of 20	EA	\$	100.00	\$	70.00
8000-0643	Neonatal Disposable Cuffs Size 4, 7 -13 cm, Box of 20	EA	\$	105.00	\$	73.50
8000-0644	Neonatal Disposable Cuffs Size 5 , 8 - 15 cm, Box of 20	EA	\$	110.00	\$	77.00
8000-0668	YSI Reusable Adult Esophageal/Rectal Temperature Probe	EA	\$	125.00	\$	87.50
8000-0669	YSI Reusable Pediatric Esophageal Rectal Probe	EA	\$	75.00	\$	71.25
8000-0670	YSI Reusable Adult Skin Temperature Probe	EA	\$	125.00	\$	87.50
8000-0671	YSI Reusable Pediatric Skin Temperature Probe	EA	\$	125.00	\$	106.25
8000-0672	YSI Single use Adult Esophageal Rectal Probe	EA	\$	15.00	\$	10.50
8000-0673	YSI Single use Adult Skin Temperature Probe	EA	\$	15.00	\$	10.50
8000-0674	Disposable Temperature Sensor Adapter Cable	EA	\$	71.00	\$	49.70
8000-0802-01	Replacement Softcase	EA	\$	105.00	\$	71.40
8000-0804-01	KIT, CABLE ADAPTER, UNIVERSAL ZOLL AED	EA	\$	105.00	\$	71.40
8000-0807-01	Type 123 Lithium Batteries, Quantity of Ten (10) with Storage Sleeve	PKG	\$	75.00	\$	51.00
8000-0810-01	AED PRO Soft Carry Case	EA	\$	105.00	\$	71.40
8000-0815	USB IRDA Adapter (Not Recommended for use On Windows 98)	EA	\$	105.00	\$	71.40
8000-0816	RS232 IRDA Adapter (Recommended for Windows 98)	EA	\$	105.00	\$	71.40

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8000-0819-01	Simulator/Tester -Connects to AED Plus to Demonstrate Operation	EA	\$	239.00	\$	234.22
8000-0822	Trainer US AC Adapter	EA	\$	55.00	\$	37.40
8000-0829-01	AED PRO Simulator	EA	\$	345.00	\$	234.60
8000-0832-01	AED PRO Molded Vinyl Carry Case with Spare Battery Compartment	EA	\$	165.00	\$	112.20
8000-0838	AED PRO ECG Cable AAMI	EA	\$	160.00	\$	108.80
8000-0843-01	ZOLL Administrative SoftWarranty for AED Pro, CD-ROM	EA	\$	27.00	\$	18.36
8000-0860-01	AED Pro Non-Rechargeable Lithium Battery Pack	EA	\$	160.00	\$	108.80
8000-0860-30	KIT, BATTERY PACK, DISPOSABLE, LITHIUM, CLASS 9, AED PRO (AW)	EA	\$	200.00	\$	136.00
8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	EA	\$	157.50	\$	110.25
8008-000052-01	ENGLISH - AED Plus Fully Automatic Trainer 2 Unit The AED Plus Trainer2 can be used by traingers to train users of the AED Plus. supplied with wireless Remote Controller, one set of CPR-D training electrodes, one pair of replacement gels, 4 D-Cell batteries, 2 AA batteries,, Operators Guide, and a (6) six month limited warranty	EA	\$	379.00	\$	257.72
8008-0006-01	Real CPR Help Travel Trainer (Practice And/or Demonstrate Real CPR Help with A Clinical AED Plus or AED PRO Using the Travel Trainer with Built-In Heart Rhythm Simulator)	EA	\$	399.00	\$	359.10
8008-0050-01	ENGLISH - AED Plus Semi-Automatic Trainer 2 Unit The AED Plus Trainer2 can be used by trainers to train users of the AED Plus. Supplied with wireless Remote Controller, one set of CPR-D training electrodes, one pair of replacement gels, 4 D-Cell bateries, 2 AA batteries, Operators Guide, and a (6) six month limited warranty	EA	\$	379.00	\$	257.72
8009-0020	CPR D padz and CPR Stat padz connector for OneStep Cable	EA	\$	375.00	\$	262.50
8009-0751-01	See-Thru CPR Simulator	EA	\$	495.00	\$	346.50
8012-0206	12-Lead ECG Simulator	EA	\$	1,065.00	\$	745.50
8019-0535-01	SurePower Rechargeable Lithium Ion Battery Pack	EA	\$	475.00	\$	323.00
802-0303-02	ASSEMBLY, ACCESSORIES KIT, 303K	EA	\$	57.24	\$	48.65
8050-0030-01	SurePower 4 Bay Charging System (Requires 8300-0250-01 to Charge Propaq MD)	EA	\$	2,275.00	\$	1,592.50
8050-0032-01	SurePower Charger Battery Well Spacer	EA	\$	21.00	\$	14.70
812-0006-00	Mask, CPAP, #1 Small Infant	EA	\$	9.51	\$	8.08
812-0006-20	CPAP MASK ONLY, DISPOSABLE, SIZE #1 SMALL INFANT SINGLE PATIENT USE, 20/CASE	EA	\$	190.20	\$	161.67
812-0007-00	Mask, CPAP, #2, Infant	EA	\$	9.51	\$	8.08

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812-0007-20	CPAP Mask Only, disposable, Size #2, Infant, single patient use, 20/Case	EA	\$	190.20	\$	161.67
812-0008-00	Mask, CPAP, #3, Small Child	EA	\$	9.51	\$	8.08
812-0008-20	CPAP MASK ONLY, DISPOSABLE, SIZE #3, SMALL CHILD, SINGLE PATIENT USE, CASE OF 20	EA	\$	190.20	\$	161.67
812-0009-00	Mask, CPAP, #4 Child	EA	\$	9.51	\$	8.08
812-0009-20	MASK,CPAP,#4 CHILD CASE OF 20	CS	\$	190.20	\$	161.67
812-0010-00	Mask, CPAP, #5 Regular Adult	EA	\$	9.51	\$	8.08
812-0010-20	CPAP MASK ONLY, DISPOSABLE, SIZE #5, REGULAR ADULT, SINGLE PATIENT USE, 20/CASE	EA	\$	190.20	\$	161.67
812-0011-00	Mask, CPAP, #6 Large Adult	EA	\$	9.51	\$	8.08
812-0011-20	CPAP MASK ONLY, DISPOSABLE, SIZE # 6, LARGE ADULT, SINGLE PATIENT USE, CASE 20	EA	\$	190.20	\$	161.67
816-0731-00	Assembly, Stand, 731, Series with Locking Wheels	EA	\$	1,200.00	\$	1,020.00
816-0731-01	Assembly, Stand, 731 Series, with Locking Wheels, MRI	EA	\$	1,200.00	\$	1,020.00
8200-000100-01	SurePower Single Bay Charger	EA	\$	945.00	\$	661.50
820-0053-00	Disposable heat moisture exchangers for ventilators, adult, CASE OF 50	EA	\$	400.00	\$	340.00
820-0106-00	Circuit, Vent, Single Limb, Wye, Adult/Pedi	EA	\$	15.95	\$	12.28
820-0106-15	Disposable adult 731 circuits. Case of 15	EA	\$	224.25	\$	172.67
820-0107-00	Circuit, Vent, Single Limb, Wye, Infant	EA	\$	17.95	\$	13.82
820-0107-20	Disposable Infant/Pediatric 731 circuits. Case of 20	EA	\$	339.00	\$	261.03
820-0108-00	Low Dead Space Heat Moisture Exchanger, Less than 75cc, Adult, Case of 20	EA	\$	260.00	\$	221.00
820-0109-00	Low Dead Space Heat Moisture Exchanger, Less than 25cc, Pediatric, Case of 50	EA	\$	632.00	\$	537.20
820-0110-00	Low Dead Space Heat Moisture Exchanger, Less than 10cc, Infant, Case of 30	EA	\$	360.00	\$	306.00
820-0124-00	Arm, Articulating, Circuit Holder	EA	\$	353.85	\$	272.46
820-0130-10	Adult/Pediatric 12 foot circuit (MRI use) Case of 10.	EA	\$	319.00	\$	245.63
820-0131-10	Infant/Pediatric 12 foot circuit (MRI Use), Case of 10.	EA	\$	359.00	\$	276.43
820-0132-00	Test Lung for Demonstrations and Product Education, Dark Blue, 1 Liter	EA	\$	165.85	\$	140.97
825-0002-00	Assembly, Oxygen Hose, 6' Long	EA	\$	42.00	\$	35.70
8300-000006	DC Auxiliary Power Supply	EA	\$	1,512.00	\$	1,058.40
8300-0002-01	Dual Lumen NIBP 10 Foot Hose	EA	\$	125.00	\$	87.50
8300-0002-02	Dual Lumen NIBP Tubing Assembly, 5 FT	EA	\$	125.00	\$	87.50

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8300-000529-01	Microstream O2/CO2 Oral Nasal Filterline, For Non-Intubated Patients - Pediatric, Box of 25	EA	\$	385.00	\$	269.50
8300-000530-01	Smart Capnoline Plus (O2 Connectors Only), For Intubated Patients, Adult, Box of 25	EA	\$	345.00	\$	241.50
8300-000676	X Series OneStep Cable	EA	\$	446.25	\$	375.00
8300-000831-40	CABLE ASSY, MFC-CPRD, X SERIES	EA	\$	425.00	\$	297.50
8300-0250-01	SurePower Charger Adapter for Propaq MD Batteries	EA	\$	295.00	\$	206.50
8300-0500-01	SurePower 4 Bay Charging System Including 4 Propaq MD Battery Charging Adapters	EA	\$	2,583.00	\$	1,808.10
8300-0520-01	Oridion Filterline Set, For Intubated Patients, Adult/Pediatric, EMS, Box of 25	EA	\$	275.00	\$	192.50
8300-0521-01	Oridion Filterline H Set, For Intubated Patients, Adult/Pediatric, EMS, Box of 25	EA	\$	450.00	\$	315.00
8300-0522-01	Oridion Filterline H Set, For Intubated Patients, Infant/Neonatal, EMS, Box of 25	EA	\$	450.00	\$	315.00
8300-0523-01	Oridion Vitaline H Set, For Intubated Patients, Adult/Pediatric, EMS, Case of 25	EA	\$	685.00	\$	479.50
8300-0524-01	Oridion Smart CapnoLine Plus O2 (O2 Tubing), For Non-Intubated Patients, Adult, EMS, Box of 25	EA	\$	355.00	\$	248.50
8300-0525-01	Oridion Smart CapnoLine Plus O2 (O2 Tubing), For Non-Intubated Patients, Pediatric, EMS, Box of 25	EA	\$	395.00	\$	276.50
8300-0783	Multifunction Therapy Cable - Allows use of Disposable Multifunction Electrodes and ZOLL External and Internal Paddles	EA	\$	298.00	\$	208.60
8300-0787-01	Transducer Interface Cable with Right Angle Connector - Edwards	EA	\$	195.00	\$	136.50
8300-0788-01	Transducer Interface Cable with Right Angle Connector - Abbott	EA	\$	150.00	\$	105.00
8300-0796-01	Infant/Neonate, 8 Foot Single Lumen NIBP Hose, with Female Luer Cuff Connector	EA	\$	65.00	\$	45.50
8300-0797-01	Neonatal Cuff Kit, One Each of Sizes #1 - #5, Single Tube with Male Luer Connector	EA	\$	25.25	\$	17.68
8300-0800-01	3-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	EA	\$	125.00	\$	87.50
8300-0801-01	5-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	EA	\$	175.00	\$	122.50
8300-0802-01	12-Lead One Step ECG Cable - AAMI Includes 4-Lead Trunk Cable and Removable Precordial 6 Lead Set	EA	\$	325.00	\$	227.50
8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	EA	\$	295.00	\$	206.50

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8300-0804-01	V Lead Patient Cable for 12 Lead ECG(Replacement Precordial 6 Lead Cable - AAMI)	EA	\$	295.00	\$	206.50
8502-001103-01	ZOLL AED 3 BLS EMS/FIRE Package including: Product Documentation, Carry Case, CPR Stat padz, pedi padz II and Battery pack	EA	\$	3,650.00	\$	2,555.00
8651-001201-01	ASPIRATOR,M330,US AIR FORCE	EA	\$	8,550.00	\$	7,695.00
8652-001201-01	ASPIRATOR,M330,US ARMY	EA	\$	8,857.00	\$	7,971.30
8660-001400-01	ZVent Portable Ventilator, Basic	EA	\$	12,495.00	\$	9,371.25
8660-001401-01	ZVent Portable Ventilator	EA	\$	17,495.00	\$	13,122.00
8660-001402-01	VENTILATOR, COMMERCIAL, ZVENT, MRI CONDITIONAL	EA	\$	18,195.00	\$	13,646.25
8700-000764-01	AutoPulse Training System-Li-Ion	EA	\$	7,395.00	\$	7,173.15
8700-000850-40	AutoPulse Quick Case	EA	\$	495.00	\$	470.25
8700-0704-01	AutoPulse Power Cord	EA	\$	10.00	\$	9.50
8700-0706-01	Lifeband 3 Pack	PKG	\$	375.00	\$	356.25
8700-0707-01	Lifeband Trainer	EA	\$	349.00	\$	331.55
8700-0708-01	AutoPulse Grip Strips	PKG	\$	13.95	\$	13.25
8700-0709-01	AutoPulse Shoulder Restraint	EA	\$	59.95	\$	56.95
8700-0710-01	AutoPulse Head Immobilizer	PKG	\$	55.95	\$	53.15
8700-0711-01	AutoPulse Backboard Cable Ties	PKG	\$	69.95	\$	66.45
8700-0712-01	AutoPulse Soft Stretcher	EA	\$	129.00	\$	122.55
8700-0717-01	AutoPulse Hygiene Barrier	EA	\$	12.00	\$	11.40
8700-0718-01	AutoPulse Manikin	EA	\$	185.00	\$	175.75
8700-0730-01	AutoPulse System with Pass Thru	EA	\$	10,995.00	\$	10,445.25
8700-0752-01	Autopulse Li-Ion Battery	EA	\$	825.00	\$	783.75
8700-0753-01	AutoPulse SurePower Battery Charger, U.S.	EA	\$	2,295.00	\$	2,180.25
8707-000500-01	USB Extension Cable	EA	\$	35.00	\$	24.50
8707-000502-01	X Series Carry Case	EA	\$	495.00	\$	346.50
8707-000503-01	CLEAR PLASTIC DISPLAY PROTECTOR, X SERIES	EA	\$	35.00	\$	24.50
8900-000219-01	OneStep Pediatric CPR Resuscitation Electrode, 1 Pair, 24 Month Shelf Life.	EA	\$	87.50	\$	61.25
8900-000220-01	OneStep Pediatric CPR Resuscitation Electrode, 8 Pairs, 24 Month Shelf Life.	EA	\$	650.00	\$	455.00
8900-000268	ZOLL AED 3 Biomed Testing Cable. Defibrillator Analyzer Adapter Cable - connects ZOLL AED 3 to analyzer	EA	\$	89.00	\$	62.30
8900-0004	ECG Liquid Gel Electrodes, 4 ECG Electrodes/Pouch (480 Electrodes =120 Pouches), 24 Month Shelf Life (10 Cartons / Case)	EA	\$	96.00	\$	67.20

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8900-0006	ECG Liquid Gel Electrodes, 6 ECG Electrodes/Pouch (600 Electrodes = 100 Pouches), 24 Month Shelf Life (10 Cartons / Case)	EA	\$	120.00	\$	113.00
8900-000861-01	Trainer Electrode, Pedi-padz II, 6 Pairs per Case, 24 Month Shelf Life	EA	\$	129.00	\$	87.72
8900-0180	OneStep Training Cable and Electrode. Includes One Training Cable with CPR Sensor and Y-Connector for Simulator Connection and One Pair of Replacement OneStep Training CPR A/P Electrodes.	EA	\$	139.00	\$	97.30
8900-0185	Replacement OneStep Training CPR A/P Electrodes (8 Per Case)	CS	\$	99.00	\$	95.00
8900-0190	Training CPR Stat-padz. Includes One Training Cable with CPR Sensor, Y Connector for Simulator Connection, and One Pair of Replacement Training Electrodes.	EA	\$	89.00	\$	62.30
8900-0195	Replacement Training Electrodes (CPR Stat-padz Case of 8). Includes 8 Pairs (Sternum and Apex Pad) of Replacement Electrodes for Training CPR Stat-padz.	CS	\$	79.00	\$	75.00
8900-0240-01	OneStep Training Cable and Electrode. Includes One Training Cable with CPR Sensor and Y-Connector for Simulator Connection and One Pair of Replacement CPR A/A Pads.	EA	\$	139.00	\$	97.30
8900-0245-01	Replacement OneStep Training Electrodes (CPR A/A Format) (8 Per Case)	CS	\$	99.00	\$	69.30
8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes, 8 Prs/Cs (24 Mo Shelf Life)	CS	\$	560.00	\$	380.80
8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes, 1 Ea (24 Mo Shelf Life)	EA	\$	75.00	\$	51.00
8900-0700	30 Pouch, Rectangle Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life (20 POUCHES / CASE)	CS	\$	120.00	\$	99.00
8900-0701	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 1.5" Diameter), 24 Month Shelf Life (20 POUCHES / CASE)	CS	\$	120.00	\$	99.00
8900-0703	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 2" Diameter), 24 Month Shelf Life (20 POUCHES / CASE)	CS	\$	120.00	\$	112.00
8900-0704	30 Pouch Radiolucent ECG Electrodes (300 Electrodes, 1.5" Diameter), 24 Month Shelf Life (10 POUCHES / CASE)	CS	\$	60.00	\$	50.00
8900-0706	30 Pouch Square Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life (20 POUCHES / CASE)	CS	\$	120.00	\$	115.00
8900-0709	4 Pouch Pediatric ECG Electrodes (480 Electrodes), 24 Month Shelf Life (10 Cartons / Case)	CS	\$	115.00	\$	110.00

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8900-0800-01	CPRD-padz One Piece Defibrillation and CPR System Adult Electrode(CPR-D-padz One Piece Electrode Pad with Real CPR Help . Supplied with Gloves, Barrier Mask, Scissors, Razor, Wet Wipe and Dry Wipe. 1 EA, Five (5) Year Shelf-Life.)	EA	\$	169.00	\$	114.92
8900-0801-01	Stat-padz II Adult Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	EA	\$	59.00	\$	40.12
8900-0802-01	Stat-padz II HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	CS	\$	499.00	\$	339.32
8900-0803-01	Replacement Adhesive Gels for CPR-D-padz - Training Electrode Replacements, 5 Pair/case. 12 month shelf life	EA	\$	39.00	\$	34.75
8900-0804-01	CPR-D-padz Training Electrodes (To Be Used with Trainer Only)-- with Reusable, 1 pair, 12 Month Shelf Life	CS	\$	90.00	\$	61.20
8900-0805-01	Training Electrodes, Stat-padz II, 6 Pairs per Case, 24 Month Shelf Life	EA	\$	129.00	\$	87.72
8900-0807-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Each.	EA	\$	19.00	\$	12.92
8900-0808-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Case of 50 Each.	CS	\$	800.00	\$	544.00
8900-0809-01	Replacement CPR-D Demo Pads. Includes A Pair of CPR-D Replacement Electrode Pads with Tabbed Pull-Away Gel Covers Without the CPR Sensor Assembly. Can Be Used to Replace Worn or Frayed Pads From Complete CPR-D Demo Pad.	EA	\$	40.00	\$	32.00
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. 1 Pair, 24 Month Shelf Life.	EA	\$	95.00	\$	66.50
8900-0950-01	Air Medical Stat-padz HVP Multi-Function Electrodes (1 Pair)	EA	\$	55.00	\$	38.50
8900-0951-01	Air Medical Stat-padz HVP Multi-Function Electrodes (12 / Case)	CS	\$	479.00	\$	335.30
8900-1003-01	Pediatric ECG Electrodes/3 Per Pouch (300 Electrodes), 24 Month Shelf Life (10 Cartons / Case)	EA	\$	68.00	\$	47.60
8900-2061	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 1 Pair, 12 Month Shelf Life.	EA	\$	60.00	\$	42.00
8900-2065	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 6 Pairs per Case, 12 Month Shelf Life.	CS	\$	249.00	\$	174.30

Exhibit A-Pricing

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8900-4003	Stat-padz HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	CS	\$	479.00	\$	335.30
8900-4004	Stat-padz HVP Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	EA	\$	55.00	\$	38.50
8900-5007	CPR-D DEMO ELECTRODES W/CABLE	EA	\$	125.00	\$	85.00
90110200499991010	AED PRO Semi-Auto/Manual	EA	\$	3,795.00	\$	2,466.75
90110200499991300	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO VOICE, AW	EA	\$	4,795.00	\$	3,116.75
90110400499991010	AED PRO Semi-Auto Only	EA	\$	3,595.00	\$	2,336.75
90110600499991010	AED PRO Manual Only	EA	\$	3,595.00	\$	2,336.75
93010340499991010	AED PRO, SEMI-AUTO/MANUAL, (1 CPR-D PAD), CARRY CASE	EA	\$	4,092.00	\$	2,659.80
9650-001355-01	Operator's Guide, X Series, English, Paper Format	EA	\$	26.00	\$	18.20
9650-001356-01	Service Manual, X Series, English, Paper Format	EA	\$	26.00	\$	18.20
9650-0300-01	Operator' Guide for Individual Operators or for use As Wall Poster	EA	\$	6.00	\$	4.08
9650-0301-01	Administration Guide	EA	\$	6.00	\$	4.08
9650-0309-01	AED PRO Service Manual	EA	\$	55.00	\$	37.40
9650-0350-01	AED PRO Replacement Operator Guide	EA	\$	27.00	\$	18.36
9650-0715-01	AutoPulse Battery Charger User Guide	EA	\$	25.00	\$	23.75
9650-0717-01	AutoPulse In-Service Training Video, VHS Tape Format.	EA	\$	19.95	\$	18.95
9650-0851-01	AED Plus First Responder Video - VHS	EA	\$	27.00	\$	18.36
9652-000391-01	Waterproof Quick Reference Guide, English	EA	\$	26.00	\$	18.20
9652-0605-01	12 Lead Pocket Reference Cards - Pocket-Sized Guide for 12-Lead Electrode Placement, Pack of 25	EA	\$	50.00	\$	35.00
9658-001355-01	Operator's Guide, English, CD Rom Format	EA	\$	26.00	\$	18.20
9658-0413-01	AED Plus Setup and Practice Videos. AED Plus In-Service and Training DVD Collection. Includes Videos On In-Servicing Your AED Plus, Setting Up the Device, and Performing Single and Team Rescues with the AED Plus. DVD Also Contains Wmv Files Allowing Users Who Do Not Have the Capability to Play A DVD the Ability to View the Videos.	EA	\$	10.00	\$	6.80
9658-0716-01	AutoPulse In-Service Training Video, DVD Format.	EA	\$	19.95	\$	18.95
REUSE-07-1MQ	Infant Cuff, 9 - 13 cm, Single Tube with Twist-Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-07-2MQ	Infant Cuff, 9 -13 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-08-1MQ	Small Child Cuff, 12-16 cm, Single Tube with Twist-Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-09-1MQ	Child Cuff, 15 - 21 cm, Single Tube with Twist-Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75

Exhibit A-Pricing

Contract 449466

REUSE-10-1MQ	Small Adult Cuff, 20 - 26 cm, Single Tube with Twist-Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-10-2MQ	Small Adult Cuff, 20 - 26 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-11-1HP	Adult Cuff, 25 - 34cm, Single Tube with Bayonet Connector, Each	EA	\$	52.50	\$	36.75
REUSE-11-1MQ	Adult Cuff, 25 - 34 cm, Single Tube with Twist-Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-11L-2MQ	Adult Long Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-12L-2MQ	Large Adult Long Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75
REUSE-13-1MQ	Adult Thigh Cuff, 40 - 55 cm, Single Tube with Twist-Lock Connector, Each	EA	\$	54.00	\$	45.00
REUSE-13-2MQ	Adult Thigh Cuff, 40 - 55 cm, 2-Tube with Twist Lock Connector, Each	EA	\$	52.50	\$	36.75
SOFT-07-2MQ	Disposable Cuff, Soft Infant, 2-Tube, Twist Lock Connector, Case of 20	CS	\$	175.00	\$	122.50
SOFT-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$	175.00	\$	122.50
SOFT-09-1MQ	Child Cuff, 15 - 21 cm, Single Tube with Twist-Lock Connector, Case of 20	CS	\$	165.00	\$	115.50
SOFT-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$	175.00	\$	122.50
SOFT-10-1MQ	Adult Small Cuff, 20 - 26 cm, Single Tube with Twist-Lock Connector, Case of 20	CS	\$	185.00	\$	129.50
SOFT-10-2MQ	Small Adult Cuff, 2-Tube with Twist Lock Connector, Case of 20	CS	\$	195.00	\$	136.50
SOFT-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$	195.00	\$	136.50
SOFT-11L-2MQ	Adult Long Cuff, 2-Tube with Twist Lock Connector, Case of 20	CS	\$	225.00	\$	157.50
SOFT-12-1MQ	Large Adult Cuff, 32 - 43 cm, Single Tube with Twist-Lock Connector, Case of 20	CS	\$	185.00	\$	129.50
SOFT-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$	195.00	\$	136.50
SOFT-12L-2MQ	Large Adult Long, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	CS	\$	225.00	\$	157.50
SOFT-13-1MQ	Adult Thigh Cuff, 40 - 55 cm, Single Tube with Twist-Lock Connector, Case of 20	CS	\$	245.00	\$	171.50
SOFT-13-2MQ	Adult Thigh Cuff, 2-Tube with Twist Lock Connector, Case of 20	CS	\$	265.00	\$	185.50

Stewart, John (Finance)

From: Burtchaell, Leigh Anne (NFD-ADM)
Sent: Wednesday, February 24, 2021 7:27 AM
To: Finance – Procurement Resource Group
Subject: FW: ZOLL contract CW2232014 - Nashville and Davidson County TN: Amendment
Attachments: Nashville FD TN amendment 2-18-2021.pdf

Categories: John

I noticed that Zoll sent this to Ryn instead of PRG. NFD is ok with adding the additional models to the existing contract.

Leigh Anne Burtchaell

From: Lynn Isaacs <lisaacs@zoll.com>
Sent: Tuesday, February 23, 2021 12:30 PM
To: Kathryn Nicol (Kathryn.Nicol@nashville.gov) <kathryn.nicol@nashville.gov>; Burtchaell, Leigh Anne (NFD-ADM) <LeighAnne.Burtchaell@nashville.gov>
Cc: Adam Britt <ABritt@zoll.com>
Subject: ZOLL contract CW2232014 - Nashville and Davidson County TN: Amendment

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Hello Ryn and Leigh Anne,

ZOLL launched a new monitor in January called the X Series Advanced. With the new device we have new part #'s that we want to get added to your contract. See the attached amendment. Please sign and send back so that we can have these items added for future purchase opportunity. Let me know if you have any questions. I'm more than happy to review the newly FDA approved advancements to the monitor.

Hope all is well in Nashville. Take care,

Lynn Isaacs

Strategic Account Manager
(843) 259-6148 (cell)
lisaacs@zoll.com

ZOLL

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FIRST AMENDMENT NO. CW2230349
CAPITAL EQUIPMENT AND CONSUMABLES PURCHASE AGREEMENT
AGREEMENT NUMBER

This First (01) AMENDMENT (the “Amendment”), entered into effect upon mutual countersignature of ZOLL Medical Corporation (“Supplier”) with its principal location at 269 Mill Road Chelmsford, MA 01824 (“Supplier”) and The Metropolitan Government of Nashville and Davidson County (“Customer”) located at PO BOX 196300,NASHVILLE, TN 37219-6300

The Supplier and Customer are parties to a The Metropolitan Government of Nashville and Davidson County dated 09-OCT-2019 which shall expire 08-OCT-2024 and any subsequent Amendments (collectively the “Agreement”), and desire to amend certain provisions of the Agreement subject to the terms set forth in this Amendment.

NOW THEREFORE, in consideration of the promises and mutual obligations and undertakings set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. Exhibit A of the Agreement is hereby amended by adding the ZOLL product and pricing as set forth below and incorporated herein.
2. On part # 8 0 0 0 - 0 0 0 3 9 3 - 0 1 - X Series Carry Case, Premium - No Charge when purchased on an order with new X Series capital equipment. With no new equipment purchase on order, price shall be \$542.10 when purchase separately.
3. On part # 8300-000676- X Series One Step Multi-Function Cable- additional discount pricing of \$175 when purchased with X Series capital equipment. With no new equipment purchase on order, price shall be \$375 when purchase separately.
4. On part # 8009-0020 - CPR D and CPR Stat Padz Connector for R Series- additional discount pricing of \$120 when purchased with R Series capital equipment. With no new equipment purchase on order, price shall be \$291.31 when purchased separately.

Exhibit A:

601-0120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	25,779.25	\$ 18,818.85
601-0121112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	30,774.25	\$ 22,465.20
601-0130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	28,524.25	\$ 20,822.70
601-0131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	33,519.25	\$ 24,469.05
601-0140112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, SPO2, SPCO, SPMET, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	30,879.25	\$ 22,541.85
601-0220102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	24,834.25	\$ 18,129.00
601-0220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	28,329.25	\$ 20,680.35
601-0221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	33,324.25	\$ 24,326.70
601-0230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	31,074.25	\$ 22,684.20
601-0231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 3/5 LEAD, PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	36,069.25	\$ 26,330.55

FIRST AMENDMENT NO. CW2230349
CAPITAL EQUIPMENT AND CONSUMABLES PURCHASE AGREEMENT
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601-2120112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	34,229.25	\$ 24,987.35
601-2120212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	35,224.25	\$ 25,713.70
601-2121102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	35,729.25	\$ 26,082.35
601-2121111-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, US	EA	39,224.25	\$ 28,633.70
601-2121212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	40,219.25	\$ 29,360.05
601-2130112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	36,974.25	\$ 26,991.20
601-2130212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	37,969.25	\$ 27,717.55
601-2131112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	41,969.25	\$ 30,637.55
601-2220112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	36,779.25	\$ 26,848.85
601-2220212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	37,774.25	\$ 27,575.20
601-2221102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	38,279.25	\$ 27,943.85
601-2221112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	41,774.25	\$ 30,495.20
601-2221212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	42,769.25	\$ 31,221.55
601-2230112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	39,524.25	\$ 28,852.70
601-2231102-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, CPR EXPANSION PACK, REMOTE VIEW, US	EA	41,024.25	\$ 29,947.70
601-2231112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	44,519.25	\$ 32,499.05
601-2231212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	45,514.25	\$ 33,225.40
601-2241112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	46,874.25	\$ 34,218.20
601-2241212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	47,869.25	\$ 34,944.55

FIRST AMENDMENT NO. CW2230349
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601-2261112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPHB, SPOC, PVI, PI, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	49,509.25	\$ 36,141.75
601-2271112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12-LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, SPHB, SPOC, PVI, PI, ETCO2 BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	51,864.25	\$ 37,860.90
601-2271211-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, ETCO2, NIBP, SPO2, SPCO, SPMET, SPHB, SPOC PVI & PI, BVM/TEMP, CPR EXTENDED INSTALLED, US	EA	52,859.25	\$ 38,587.25
601-2431112-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, AUDIO, SPO2, SPCO, ETCO2, BVM, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	46,314.25	\$ 33,809.40
601-2431212-01	X SERIES ADVANCED, MONITOR/DEFIBRILLATOR, 12 LEAD W/INTERP, PACE, SPO2, SPCO, SPMET, ETCO2, BVM, TEMP, NIBP, CPR EXPANSION PACK, REMOTE VIEW, US	EA	47,309.25	\$ 34,535.75
8000-000393-01	X SERIES CARRY CASE, PREMIUM	EA	695.00	\$ 542.10
8000-001128	FLOWTUBE, ACCUVENT, BOX OF 10	EA	625.00	\$ 500.00
8009-0020	CPR D padz and CPR Stat padz connector for OneStep Cable	EA	393.75	\$ 291.00
8300-000676	X Series OneStep Cable	EA	446.25	\$ 375.00

5) Agreement Pricing: is amended by removing the Products set forth below.

Part number	Description	List price	Agreement price
8000-000901-01	ECG Plain White Paper - 80 mm, Case of 6 Rolls	24.00	16.80
8000-000910-01	Thermal Paper with Grid - 80 mm, Case of 6 Rolls	24.00	16.80

6) Agreement Pricing is amended by replacing above part with the Product set forth below.

Part number	Description	List price	Agreement price
8000-000875-01	Paper, Thermal BPA Free - box of 6 Rolls	24.00	16.80
8000-000876-01	Paper, Thermal, with Grid BPA free box of 6 rolls	24.00	16.80

IN WITNESS WHEREOF, Supplier and Customer have executed this agreement by their duly authorized officer(s) as of the date first above written.

ZOLL MEDICAL CORPORATION

The Metropolitan Government of Nashville and Davidson County

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FIRST AMENDMENT NO. CW2230349
CAPITAL EQUIPMENT AND CONSUMABLES PURCHASE AGREEMENT
AGREEMENT NUMBER**

Please sign and return via e-mail to Nancy Branco, Contracts Specialist.

EMAIL: nbranco@zoll.com
ZOLL Medical Corporation
Worldwide Headquarters
269 Mill Road
Chelmsford, MA 01824 - 4105

Certificate Of Completion

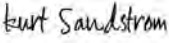
Envelope Id: EEBA31F7CB0441D6A44322DF90F136B4	Status: Completed
Subject: Contract 446466 with ZOLL Medical Corporation Letter of Acceptance for Additional Line Items	
Source Envelope:	
Document Pages: 23	Signatures: 2
Certificate Pages: 15	Initials: 1
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.190

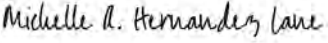
Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
3/16/2021 10:05:18 AM	prg@nashville.gov	

Signer Events

Signer Events	Signature	Timestamp
Terri L. Ray Terri.Ray@nashville.gov Senior Procurement Officer Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)		Sent: 3/16/2021 10:14:11 AM Viewed: 3/16/2021 10:52:28 AM Signed: 3/16/2021 10:52:47 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	

Kurt Sandstrom ksandstrom@zoll.com Group VP, North American EMS Sales ZOLL Medical Corporation Security Level: Email, Account Authentication (None)		Sent: 3/16/2021 10:52:49 AM Viewed: 3/16/2021 11:27:22 AM Signed: 3/17/2021 11:09:25 AM
Electronic Record and Signature Disclosure: Accepted: 3/16/2021 11:27:22 AM ID: b220305c-8001-4da0-a019-54e9ff9dcf7f	Signature Adoption: Pre-selected Style Using IP Address: 76.28.16.195	

Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)		Sent: 3/17/2021 11:09:27 AM Viewed: 3/17/2021 3:40:06 PM Signed: 3/17/2021 3:40:50 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signature Adoption: Pre-selected Style Using IP Address: 172.56.5.201 Signed using mobile	

In Person Signer Events

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events

Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events

Certified Delivery Events	Status	Timestamp
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Carbon Copy Events**Status****Timestamp**

Elizabeth Waites

Elizabeth.Waites@nashville.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/12/2021 8:08:31 AM

ID: f8ec7661-16d6-44f2-a6ea-63776896ef84

COPIED

Sent: 3/17/2021 3:40:52 PM

Viewed: 3/17/2021 3:47:59 PM

Leigh Anne Burtchaell

LeighAnne.Burtchaell@nashville.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 3/17/2021 3:36:14 PM

ID: ee93521f-40ba-432d-96bb-240a37f42a34

COPIED

Sent: 3/17/2021 3:40:52 PM

Amber Gardner

Amber.Gardner@nashville.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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Sent: 3/17/2021 3:40:53 PM

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/16/2021 10:14:11 AM

Certified Delivered

Security Checked

3/17/2021 3:40:06 PM

Signing Complete

Security Checked

3/17/2021 3:40:50 PM

Completed

Security Checked

3/17/2021 3:40:53 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

RESOLUTION NO. RS2019-28

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and ZOLL Medical Corporation to provide cardiac monitors, automated external defibrillators, accessories, and the performance of preventative maintenance and repairs for the Nashville Fire Department.

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws authorizes the Metropolitan Purchasing Agent to enter into sole source contracts when the Purchasing Agent determines in writing according to standards adopted by the Procurement Standards Board that there is only one source for the supply or services required; and,

WHEREAS, the Purchasing Agent has determined that the services and supplies to be provided by ZOLL Medical Corporation meet the requirements for the use of a sole source contract; and,

WHEREAS, Section 4.12.060 of the Metropolitan Code of Laws calls for Council approval by Resolution of sole source contracts "with a total contract amount in excess of two hundred fifty thousand dollars (\$250,000.00)"; and,

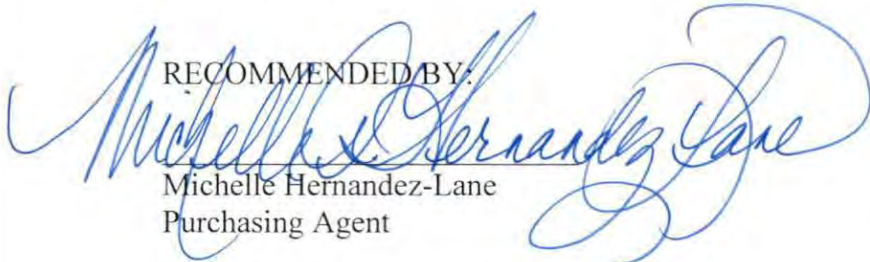
WHEREAS, approval of the Contract will benefit the citizens of Davidson County.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1: That the Contract between The Metropolitan Government of Nashville and Davidson County and ZOLL Medical Corporation, attached hereto and incorporated herein, is hereby approved.

Section 2: That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:


Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

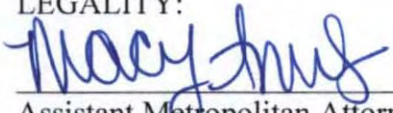


Member(s) of Council

APPROVED AS TO AVAILABILITY OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance

APPROVED AS TO FORM AND
LEGALITY:


Assistant Metropolitan Attorney

Contract Abstract

A Matter #: A-40553

Contract Information

TRT

Contract & Solicitation Title: **Cardiac monitors, AEDs trade values, accessories, and the performance of preventative maintenance and repairs**

Contract Summary: **Cardiac monitors, AEDs trade values, accessories, and the performance of preventative maintenance and repairs**

Contract Number: **449466** Solicitation Number: **N/A** Requisition Number: **N/A**

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): **No**

Type of Contract/PO: **IDIQ Contract** Requires Council Legislation: **Yes**

High Risk Contract (Per Finance Department Contract Risk Management Policy): **No**

Sexual Harassment Training Required (per BL2018-1281): **Yes**

Estimated Start Date: **7/31/2019** Estimated Expiration Date: **7/30/2024** Contract Term: **60 months**

Estimated Contract Life Value: **\$2,500,000.00** Fund: **30003** BU: **503400**

Payment Terms: **Net 30** Selection Method: **Sole Source**

Procurement Staff: **Ryn Nicol** BAO Staff: **Christopher Wood**

Procuring Department: **Fire** Department(s) Served: **Fire**

Prime Contractor Information

Prime Contracting Firm: **Zoll Medical Corporation** E1#: **405263**

Address: **269 Mill Road** City: **Chelmsford** State: **MA** Zip: **01824**

Prime Contractor is (Check Applicable): SBE SDV MBE WBE

Prime Company Contact: **Lynn Isaacs** Email Address: **lisaacs@zoll.com** Phone #: **901-212-9677**

Prime Contractor Signatory: **Michael Trotter** Email Address: **Mtrotter@zoll.com**

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

N/A Amount: **N/A** Percent, if applicable: **N/A**

Procurement Nondiscrimination Program:

Program Not Applicable Amount: **N/A** Percent, if applicable: **N/A**

Federal Disadvantaged Business Enterprise:

No Amount: **N/A** Percent, if applicable: **N/A**

* Amounts and/or percentages are not exclusive.

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Zoll Medical Corporation	<input type="checkbox"/>	N/A	N/A	Approved Sole Source Form

Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **ZOLL Medical Corporation** ("CONTRACTOR") located at **269 Mill Road, Chelmsford, MA 01824** as a result of an approved sole source signed by the Purchasing Agent. This Contract consists of the following documents:

- *Any properly executed contract amendment (most recent with first priority),*
- *This document, including exhibits,*
 - *Exhibit A - Pricing*
 - *Exhibit B - Affidavits*
- *Purchase Orders (and PO Changes),*

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR agrees to provide cardiac monitors, AEDs trade values, accessories, and the performance of preventative maintenance and repairs for the Metro Fire Department.

2.2. Delivery and/or Installation.

All deliveries (if provided by the performance of this Contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by METRO.

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed by the date specified on the purchase order.

3. CONTRACT TERM

3.1. Contract Term

The Contract Term will begin on the date this Contract is approved by all required parties and filed in the Metropolitan Clerk's Office. The Contract Term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. In no event shall the term of this Contract exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

4. COMPENSATION

4.1. Contract Value

This Contract has an estimated value of \$2,500,000.00 (two million five hundred thousand dollars). The pricing details are included in Exhibit A and are made a part of this Contract by reference. CONTRACTOR shall be paid as work is completed and METRO is accordingly, invoiced.

4.2. Other Fees

There will be no other charges or fees for the performance of this Contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days.

4.3. Payment Methodology

Payment in accordance with the terms and conditions of this Contract shall constitute the entire compensation due CONTRACTOR for all goods and/or services provided under this Contract.

METRO will compensate CONTRACTOR in accordance with Exhibit A of this Contract. Subject to these payment terms and conditions, CONTRACTOR shall be paid for delivered/performed shipped products and/or services properly authorized by METRO in accordance with this Contract. Compensation shall be contingent upon the satisfactory provision of the products and/or services as determined by METRO.

4.5. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

4.6. Invoicing Requirements

CONTRACTOR shall invoice METRO no more frequently than once a month or for the satisfactorily and accurately delivered/performed products and/or services, whichever is less frequent, whichever is less frequent. Invoices shall detail this Contract Number accompanied by any necessary supporting documentation. CONTRACTOR shall submit all invoices no later than ninety (90) days after the products and/or services have been delivered/performed.

Payment of an invoice by METRO shall not waive METRO's rights of revocation of acceptance due to non-conformity or the difficulty of discovery of the non-conformance. Such revocation of acceptance shall occur within a reasonable time after METRO discovers or should have discovered the non-conforming product and/or service but prior to any substantial change in condition of the products and/or services caused by METRO.

4.7. Subcontractor/Subconsultant Payments

When payment is received from METRO, CONTRACTOR shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for the work covered by such

payment. In the event METRO becomes informed that CONTRACTOR has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall have the right, but not the duty, to issue future checks and payments to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and any such subcontractor, subconsultant, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of this Contract.

5. TERMINATION

5.1. Breach

Should either party fail to fulfill in a timely and proper manner its obligations under this Contract or if it should violate any of the terms of this Contract, the non-breaching party shall identify the breach and the breaching party shall cure the performance within thirty (30) days. If the breaching party fails to satisfactorily provide cure, non-breaching party shall have the right to immediately terminate this Contract.

5.2. Lack of Funding

Should funding for this Contract be discontinued, METRO shall have the right to terminate this Contract immediately upon written notice to CONTRACTOR.

5.3. Notice

METRO may terminate this Contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this Contract, CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall pay to CONTRACTOR the amount due.

6. NONDISCRIMINATION

6.1. METRO's Nondiscrimination Policy

It is the policy of METRO not to discriminate on the basis of race, creed, color, national origin, age, sex, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities.

6.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of race, creed, color, national origin, age, sex, disability, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORS. **CONTRACTOR certifies and warrants that it will**

comply with this nondiscrimination requirement. Accordingly, all offerors entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

6.4. Covenant of Nondiscrimination

All offerors have committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to METRO's website.

6.5. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

7. INSURANCE

7.1. Proof of Insurance

During the term of this Contract, for any and all awards, CONTRACTOR shall, at its sole expense, obtain and maintain in full force and effect for the duration of this Contract, including any extension(s), the types and amounts of insurance identified below. Proof of insurance shall be required naming METRO as additional insured and identifying either the project name, RFQ, Purchase Order, or Contract number on the ACORD document.

7.2. Products Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (If the CONTRACTOR is producing the goods purchased by METRO)

7.3. General Liability Insurance

In the amount of one million (\$1,000,000.00) dollars.

7.4. Automobile Liability Insurance

In the amount of one million (\$1,000,000.00) dollars (if CONTRACTOR will be making on-site deliveries)

7.5. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of no less than one hundred thousand (\$100,000.00) dollars, as required by the laws of Tennessee (Not required for companies with fewer than five (5) employees).

7.6. Such insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

For any claims related to this Contract, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees, and volunteers. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work unless such employees are covered by CONTRACTOR's Workers' Compensation insurance coverage.

7.7. Other Insurance Requirements

Prior to commencement of services, CONTRACTOR shall furnish METRO with original certificates and amendatory endorsements effecting coverage required by this section.

**DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300**

In the event of a regulatory proceeding or claim to which Metro is a party, provide certified copies of endorsements and policies if requested by METRO in lieu of or in addition to certificates of insurance.

Replace certificates, policies, and/or endorsements for any such insurance expiring prior to completion of services.

Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of this Contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require all subcontractors to maintain during the term of this Contract, Commercial General Liability insurance,

Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance (unless subcontractor's employees are covered by CONTRACTOR's insurance) in the same manner as specified for CONTRACTOR. CONTRACTOR shall require subcontractor's to have all necessary insurance and maintain the subcontractor's certificates of insurance.

Any deductibles and/or self-insured retentions greater than \$10,000.00 must be disclosed to and approved by METRO prior to the commencement of services.

If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

8. GENERAL TERMS AND CONDITIONS

8.1. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

8.2. Warranty

(a) CONTRACTOR warrants to the METRO that from the earlier of the date of installation or thirty (30) days after the date of shipment from CONTRACTOR's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the Quotation. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period CONTRACTOR will at no charge to the METRO either repair or replace (at CONTRACTOR's sole option) any part of the Equipment found by CONTRACTOR to be defective in material or workmanship. If CONTRACTOR's inspection detects no defects in material or workmanship, CONTRACTOR's regular service charges shall apply. (b) CONTRACTOR shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the METRO, unless such modification is made with the prior written approval of CONTRACTOR; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by CONTRACTOR, or (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by CONTRACTOR, or (v) installation or wiring of the Equipment other than in accordance with CONTRACTOR's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the METRO and the exclusive liability of CONTRACTOR for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

8.3. Software License

(a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to METRO pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) METRO may not copy,

distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of CONTRACTOR, and METRO shall have no right or interest therein except as expressly provided herein. (d) METRO's right to use the Software may be terminated by CONTRACTOR in the event of any failure to comply with terms of this quotation, (e) METRO may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) CONTRACTOR warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) METRO understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet METRO's requirements. Except as set forth in this Section 8.3 CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. METRO's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to CONTRACTOR Software.

8.4. Confidentiality

Tennessee Code Annotated §10-7-504(i) specifies that information which would allow a person to obtain unauthorized access to confidential information or to government property shall be maintained as confidential. "Government property" includes electronic information processing systems, telecommunication systems, or other communications systems of a governmental entity subject to this chapter. Such records include: (A) Plans, security codes, passwords, combinations, or computer programs used to protect electronic information and government property; (B) Information that would identify those areas of structural or operational vulnerability that would permit unlawful disruption to, or interference with, the services provided by a governmental entity; and (C) Information that could be used to disrupt, interfere with, or gain unauthorized access to electronic information or government property.

The foregoing listing is not intended to be comprehensive, and any information which METRO marks or otherwise designates as anything other than "Public Information" will be deemed and treated as sensitive information, which is defined as any information not specifically labeled as "Public Information". Information which qualifies as "sensitive information" may be presented in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as sensitive information.

CONTRACTOR, and its Agents, for METRO, may have access to sensitive information. CONTRACTOR, and its Agents, are required to maintain such information in a manner appropriate to its level of sensitivity. All sensitive information must be secured at all times including, but not limited to, the secured destruction of any written or electronic information no longer needed. The unauthorized access, modification, deletion, or disclosure of any METRO information may compromise the integrity and security of METRO, violate individual rights of privacy, and/or constitute a criminal act.

Upon the request of METRO, CONTRACTOR shall return all information in whatever form. In the event of any disclosure or threatened disclosure of METRO information, METRO is further authorized and entitled to immediately seek and obtain injunctive or other similar relief against CONTRACTOR, including but not limited to emergency and ex parte relief where available.

8.5. Information Ownership

All METRO information is and shall be the sole property of METRO. CONTRACTOR hereby waives any and all statutory and common law liens it may now or hereafter have with respect to METRO information. Nothing in this Contract or any other agreement between METRO and CONTRACTOR shall operate as an obstacle to such METRO's right to retrieve any and all METRO information from CONTRACTOR or its agents or to retrieve such information or place such information with a third party for provision of services to METRO, including without limitation, any outstanding payments, overdue payments and/or disputes, pending legal action, or arbitration. Upon METRO's request, and no more once annually, CONTRACTOR shall supply METRO with an inventory of METRO information that CONTRACTOR stores and/or backs up.

8.6. Information Security Breach Notification

In addition to the notification requirements in any Business Associate Agreement with METRO, when applicable, CONTRACTOR shall notify METRO of any data breach within 24 hours of CONTRACTOR's knowledge or reasonable belief (whichever is earlier) that such breach has occurred ("Breach Notice") by contacting the METRO ITS Help Desk. The Breach Notice should describe the nature of the breach, the scope of the information compromised, the date the breach occurred, and the identities of the individuals affected or potentially affected by the breach as well as specific information about the data compromised so that METRO can properly notify those individuals whose information was compromised. CONTRACTOR shall periodically update the information contained in the Breach Notice to METRO and reasonably cooperate with METRO in connection with METRO's efforts to mitigate the damage or harm of such breach.

8.7. Virus Representation and Warranty

CONTRACTOR represents and warrants that Products and/or Services, or any media upon which the Products and/or Services are stored, do not have, nor shall CONTRACTOR or its Agents otherwise introduce into METRO's systems, network, or infrastructure, any type of software routines or element which is intentionally designed to or capable of unauthorized access to or intrusion upon, disabling, deactivating, deleting, or otherwise damaging or interfering with any system, equipment, software, data, or the METRO network to the best of the CONTRACTOR's ability to detect or identify such software or element.

8.8. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a claim that the products or services furnished infringe a United States Copyright, or Patent related to the parts of the Equipment or the Software manufactured by CONTRACTOR, provided that (I) shall alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this Contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

- Procure for METRO the right to continue using the products or services
- Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing
- Remove the products or discontinue the services and cancel any future charges pertaining thereto

Provided; however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical. CONTRACTOR shall have no liability to METRO; however, if any such infringement or claim thereof is based upon or arises out of:

- The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;
- The use of the products or services in a manner for which the products or services were neither designated nor contemplated; or,
- The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein.

8.9. Maintenance of Records

CONTRACTOR shall maintain documentation for all charges against METRO. The books, records, and documents of CONTRACTOR, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit once annually, upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this Contract.

All documents and supporting materials related in any manner whatsoever to this Contract or any designated portion thereof, which are in the possession of CONTRACTOR shall be made available to METRO for inspection and copying upon written request from METRO. Said documents shall also be made available for inspection and/or copying by any state, federal or other regulatory authority, upon request from METRO. Said records include, but are not limited to, all drawings, plans, specifications, submittals, correspondence, minutes, memoranda, tape recordings, videos, or other writings or things which document the procurement and/or performance of this Contract. Said records expressly include those documents reflecting the cost, including all subcontractors' records and payroll records of CONTRACTOR and subcontractors.

8.10. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

METRO shall have the option of reviewing and performing a security assessment of the information security management practices of CONTRACTOR. METRO shall have the right, once annually, at its expense, during normal business hours and with reasonable advance notice, to evaluate, test, and review at CONTRACTOR's premises the Products and/or Services to ensure compliance with the terms and conditions of this Contract. METRO shall have the right to conduct such audits by use of its own employees and internal audit staff, or by use of outside consultants and auditors.

8.11. METRO Property

Any METRO property, including but not limited to books, records, and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO by CONTRACTOR upon termination of this Contract.

Except as to Contracts involving sensitive information, CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of this Contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization. CONTRACTOR shall maintain sensitive information securely and if required by METRO, provide secured destruction of said information. Distribution and/or reproduction of METRO sensitive information outside of the intended and approved use are strictly prohibited unless permission in writing is first received from the METRO Chief Information Security Officer. The storage of METRO sensitive information to third-party hosted network storage areas, such as Microsoft Skydrive, Google Docs, Dropbox, or other cloud storage mechanisms, shall not be allowed without first receiving permission in writing from the METRO Chief Information Security Officer .

8.12. Modification of Contract

This Contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

8.13. Partnership/Joint Venture

This Contract shall not in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. No Party shall become liable for any representation, act, or omission of any other Party contrary to the terms of this Contract.

8.14. Waiver

No waiver of any provision of this Contract shall affect the right of any Party to enforce such provision or to exercise any right or remedy available to it.

8.15. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this Contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

8.16. Compliance with Laws

CONTRACTOR agrees to comply with all applicable federal, state and local laws and regulations.

8.17. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

8.18. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

8.19. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this Contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

8.20. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, agents, and employees from:

- A. Any third party claims, damages, costs, and attorney fees for injuries or damages to the extent directly arising, in part or in whole, from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, in connection with the performance of the contract.
- B. Any claims, damages, penalties, costs, and attorney fees arising from any failure of CONTRACTOR, its officers, employees, and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.
- C. In any and all claims against METRO, its officers, agents, or employees, by any employee of CONTRACTOR, except to the extent caused by the negligence or willful misconduct of METRO, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR or any subcontractor under workers' compensation acts, disability acts, or other employee benefit acts.

D. METRO will not indemnify, defend, or hold harmless in any fashion CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.21. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all reasonable expenses of such action incurred at any and all stages of the litigation, including reasonable costs, and reasonable attorney fees for METRO.

8.22. Assignment--Consent Required

The provisions of this Contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this Contract, neither this Contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.

NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

**METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for METRO to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, METRO has the discretion to approve or deny a Funds Assignment Request.

8.23. Entire Contract

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties.

8.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Contract Purchase Agreement 449466, 0

8.25. Governing Law

The validity, construction, and effect of this Contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that CONTRACTOR may provide.

8.26. Venue

Any action between the Parties arising from this Contract shall be maintained in the courts of the State of Tennessee.

8.27. Severability

Should any provision of this Contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this Contract.

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Contract Number 449466

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

**PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300**

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: ZOLL Medical Corporation

Attention: Nancy Branco

Address: 269 Mill Road

City, State Zip Code: Chelmsford, MA 01879

Telephone: 978-421-9655 or 800-348-9011

Fax: 978-421-0025

E-mail: info@zoll.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

Designated Agent: same as above

Attention: same as above

Address: same as above

City, State Zip Code: same as above

Email Address: same as above

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Contract Number 449466

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

CONTRACTOR

APPROVED AS TO PROJECT SCOPE:

William Swann

RAG

Dept. / Agency / Comm. Head or Board Chair.

Dept. Fin.

ZOLL Medical Corporation

Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane

EN

Purchasing Agent

Purchasing

Kurt Sandstrom

Signature of Company's Contracting Officer

Kurt Sandstrom

Officer's Name

Group VP, North American EMS Sales

Officer's Title

APPROVED AS TO AVAILABILITY OF FUNDS:

Talia Lomax O'Neal

UH

GM

Director of Finance

OMB

BA

APPROVED AS TO FORM AND LEGALITY:

Mary Lou Hines

BC

Metropolitan Attorney

Insurance

FILED BY THE METROPOLITAN CLERK:

[Signature]

10/2/19

Metropolitan Clerk

RS 2019 - 28

Date



Exhibit A - Pricing



Price List

ZOLL Medical Corporation

Prepared For: NASHVILLE FIRE TN

PRICE BOOK 2019 CW2227857

NASHVILLE FIRE TN 2019

List Price Your Price Disc%

Autopulse**AutoPulse****Autopulse Platform**

Item #	Description	Code	List Price	Your Price	Disc%
8700-0730-01	AutoPulse System with Pass Thru	AP	10,995.00	10,445.25	5

Defibrillator**AED Plus****Automatic**

21400710702011010	Fully Automatic AED Plus with AED Cover	AED_PLUS	2,095.00	1,424.60	32
22300700701011010	Fully Automatic AED Plus with Graphical Cover	AED_PLUS	1,995.00	1,356.60	32
22300700702011010	Fully Automatic AED Plus with AED Public Access Cover	AED_PLUS	1,995.00	1,356.60	32

Semi-Automatic

20100000101011010	AED Plus with Graphical Cover	AED_PLUS	1,995.00	1,356.60	32
20100000102011010	AED Plus with AED Cover	AED_PLUS	1,995.00	1,356.60	32
20100010102011320	ZOLL AED PLUS, PS SERIES, LCD, NO VOICE RCDG, W/BATTERIES, FED GOVT VALUE PKG	AED_PLUS	2,483.00	1,688.44	32
20600000101011010	AED Plus and Small Pelican Case	AED_PLUS	2,095.00	1,424.60	32
20600001101011010	AED Plus with Voice Recording and Small Pelican Case	AED_PLUS	2,300.00	1,564.00	32
20700000101011010	AED Plus and Large Pelican Case	AED_PLUS	2,145.00	1,458.60	32
20700001101011010	AED Plus with Voice Recording and Large Pelican Case	AED_PLUS	2,345.00	1,594.60	32

AED Pro**Manual**

90110600499991010	AED PRO Manual Only	AED_PRO	3,595.00	2,336.75	35
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Semi-Automatic

90110400499991010	AED PRO Semi-Auto Only	AED_PRO	3,595.00	2,336.75	35
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Semi-Automatic and Manual

90110200499991010	AED PRO Semi-Auto/Manual	AED_PRO	3,795.00	2,466.75	35
90110200499991300	AED PRO, SEMI AUTO W/MNL OVERRIDE, NO VOICE, AW	AED_PRO	4,795.00	3,116.75	35
93010340499991010	AED PRO, SEMI-AUTO/MANUAL, (1 CPR-D PAD), CARRY CASE	AED_PRO	4,092.00	2,659.80	35

AED3 BLS**BLS - Basic Life Support**

8502-001103-01	ZOLL AED 3 BLS EMS/FIRE Package including: Product Documentation, Carry Case, CPR Stat padz, pedi padz II and Battery pack	AED3	3,650.00	2,555.00	30
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X Series**ALS - Advanced Life Support**

601-2120011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2 and CPR Expansion Pack	XSERIES	29,730.00	21,702.90	27
601-2121011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, EICO2 and CPR Expansion Pack	XSERIES	34,725.00	25,349.25	27

Defibrillator

X Series

ALS - Advanced Life Support

Item #	Description	Unit	List Price	Your Price	Disc%
601-2130011-01	X Series Monitor/Defibrillator with 12-Lead ECG, NIBP, SpO2, SpCO and CPR Expansion Pack	XSERIES	32,475.00	23,706.75	27
601-2220011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2 and CPR Expansion Pack	XSERIES	32,280.00	23,564.40	27
601-2220411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, Temp and CPR Expansion Pack	XSERIES	33,275.00	24,290.75	27
601-2220511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp and CPR Expansion Pack	XSERIES	36,025.00	26,298.25	27
601-2221011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, CPR Expansion Pack and EtCO2	XSERIES	37,275.00	27,210.75	27
601-2221411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, EtCO2, Temp and CPR Expansion Pack	XSERIES	38,270.00	27,937.10	27
601-2221511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, IBP/Temp, CPR Expansion Pack and EtCO2	XSERIES	41,020.00	29,944.60	27
601-2230011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO and CPR Expansion Pack	XSERIES	35,025.00	25,568.25	27
601-2230411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, Temp and CPR Expansion Pack	XSERIES	36,020.00	26,294.60	27
601-2230511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp and CPR Expansion Pack	XSERIES	38,770.00	28,302.10	27
601-2231001-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NO NIBP, SpO2, SpCO, CPR Expansion Pack, EtCO2, DMST	XSERIES	36,525.00	26,663.25	27
601-2231011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2 and CPR Expansion Pack	XSERIES	40,020.00	29,214.60	27
601-2231411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, EtCO2, Temp and CPR Expansion Pack	XSERIES	41,015.00	29,940.95	27
601-2231511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, IBP/Temp, CPR Expansion Pack and EtCO2	XSERIES	43,765.00	31,948.45	27
601-2240011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet and CPR Expansion Pack	XSERIES	37,380.00	27,287.40	27
601-2240511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, IBP/Temp and CPR Expansion Pack	XSERIES	41,125.00	30,021.25	27
601-2241011-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, CPR Expansion Pack and EtCO2	XSERIES	42,375.00	30,933.75	27
601-2241411-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, EtCO2, Temp and CPR Expansion Pack	XSERIES	43,370.00	31,660.10	27
601-2241511-01	X Series Monitor/Defibrillator with 12-Lead ECG, Pacing, NIBP, SpO2, SpCO, SPMet, IBP/Temp, CPR Expansion Pack and EtCO2	XSERIES	46,120.00	33,667.60	27
601-2261511-01	X Series Monitor/Defibrillator 12-Lead with Interp. Pacing, NIBP, SpO2, SpHb, SpOC, SpCO, PVI & PI,(Rainbow), IBP/Temp CPR Expansion Pack and EtCO2.,DMST	XSERIES	48,755.00	35,591.15	27
601-2271011-01	X SERIES MONITOR/DEFIBRILLATOR 12 LEAD/W INTERP, PACING, NIBP, SPO2, SPHB, SPOC, SPCO ,SPMET, PVI & PI,(RAINBOW), CPR EXPANSION PACK AND ETCO2.,DMST	XSERIES	47,365.00	34,576.45	27
601-2271511-01	X Series Monitor/Defibrillator with 12-Lead with Interp. Pacing, NIBP, SpO2, SpHb, SPOC, SpCO, SPMet, PVI & PI, (Rainbow), IBP/Temp, CPR Expansion Pack and EtCO2	XSERIES	51,110.00	37,310.30	27

IPR Therapy

IPR Therapy

ResQCPR

12-0823-000	ResQPUMP ACD-CPD Device - Allows the user to perform active compression decompression CVPR (ACD-CPR) with up to 10 kg lift; replacment component of the ResQCPR System.	IPR	1,075.00	1,021.25	5
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IPR Therapy

IPR Therapy ResQCPR

Item #	Description	Code	List Price	Your Price	Disc%
12-0825-000	ResQCPR System - Increases the likelihood of survival in adult, non-traumatic cardiac arrest; includes one (1) ResQPUMP ACD-CPR Device, and two (2) ResQPOD ITD 16's.	IPR	1,295.00	1,230.25	5

Ventilators and Aspirators

Aspirator

330 Aspirators

8651-001201-01	ASPIRATOR,M330,US AIR FORCE	ASP330	8,550.00	7,695.00	10
8652-001201-01	ASPIRATOR,M330,US ARMY	ASP330	8,857.00	7,971.30	10

Ventilator

731 Ventilators

8660-001400-01	ZVent Portable Ventilator, Basic	VENT731	12,495.00	9,371.25	25
8660-001401-01	ZVent Portable Ventilator	VENT731	17,495.00	13,122.00	25
8660-001402-01	MRI Compatible ZVent Portable Ventilator	VENT731	18,195.00	13,646.25	25

Accessories

Aspirator

Miscellaneous

802-0303-02	ASSEMBLY, ACCESSORIES KIT, 303K	ASP300	57.24	48.65	15
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AutoPulse

Manuals and Books

9650-0715-01	AutoPulse Battery Charger User Guide	AP	25.00	23.75	5
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Miscellaneous

8700-0708-01	AutoPulse Grip Strips	AP	13.95	13.25	5
8700-0709-01	AutoPulse Shoulder Restraint	AP	59.95	56.95	5
8700-0710-01	AutoPulse Head Immobilizer	AP	55.95	53.15	5
8700-0711-01	AutoPulse Backboard Cable Ties	AP	69.95	66.45	5
8700-0712-01	AutoPulse Soft Stretcher	AP	129.00	122.55	5
8700-0717-01	AutoPulse Hygiene Barrier	AP	12.00	11.40	5

Batteries

Li-Ion - Lithium Ion

8000-0580-01	Six Hour Rechargeable SurePower II Smart Battery (Six Hour Rechargeable Smart Battery)	PROPAQMD XSERIES	495.00	346.50	30
8000-0807-01	Type 123 Lithium Batteries, Quantity of Ten (10) with Storage Sleeve	AED_PLUS	75.00	51.00	32
8019-0535-01	SurePower Rechargeable Lithium Ion Battery Pack	AED_PRO ESERIES RSI IES M2SER	475.00	323.00	32

NASHVILLE FIRE IN 2019

List Price Your Price Disc%

Accessories**Batteries****Li-Ion - Lithium Ion**

Part Number	Description	SKU	List Price	Your Price	Disc%
8700-0752-01	Autopulse Li-Ion Battery	AP	825.00	783.75	5

Metal Batteries

8000-000696	ZOLL AED 3 Battery Pack (Lithium Manganese Dioxide battery pack)	AED3	160.00	121.60	24
8000-0860-01	AED Pro Non-Rechargeable Lithium Battery Pack	AED_PRO	160.00	108.80	32
8000-0860-30	KIT, BATTERY PACK, DISPOSABLE, LITHIUM, CLASS 9, AED PRO (AW)	AED_PRO	200.00	136.00	32

Cables and Connectors**Connectors**

8000-0370	CPR Connector	XSERIES M2SER	265.00	185.50	30
8009-0020	CPR D padz and CPR Stat padz connector for OneStep Cable	RSERIES XSERIES	375.00	262.50	30

Invasive Blood Pressure

8300-0787-01	Transducer Interface Cable with Right Angle Connector - Edwards	PROPAQM PROPAQMD SERIES	195.00	136.50	30
8300-0788-01	Transducer Interface Cable with Right Angle Connector - Abbott	PROPAQM PROPAQMD SERIES	150.00	105.00	30

Miscellaneous

620-0403-00	Cable Tie.Nylon,.14"x.05"x7"	PROPAQMD XSERIES	0.22	0.15	32
8000-0246-30	8 FT PULSE OX PATIENT CABLE	PROPAQMD XSERIES	270.00	189.00	30
8000-0804-01	KIT, CABLE ADAPTER, UNIVERSAL ZOLL AED	ALL_AED	105.00	71.40	32
8300-0783	Multifunction Therapy Cable - Allows use of Disposable Multifunction Electrodes and ZOLL External and Internal Paddles	XSERIES	298.00	208.60	30

Power

024-0012-00	Power Supply, 100-240 VAC, 100W, 24V, 4.2A, IEC 320 & DT7L Plugs	VENT731	139.13	107.13	23
704-0EMV-06	Assembly, Cable, DC, External Power, 12V	VENT731	50.93	43.29	15
708-0042-00	Power Cord, 6', 18AWG 3 SPT-2, NEMA 5-15P, IEC60320-C5	VENT ASP	11.25	9.56	15
710-0731-01	Assembly, Power Supply/Line Cord	VENT ASP	145.43	123.62	15
8000-0304	POWER CORD, 120/60HZ W/FERRITE, DMST	PROPAQM PROPAQMD SERIES	37.50	26.25	30
8700-0704-01	AutoPulse Power Cord	AP	10.00	9.50	5

Cases and Pouches**Carrying Cases**

402-0017-00	CASE, PADDED, ASPIRATOR, W/O ACCESSORIES POUCH, MODEL 326	ASP300	137.50	116.88	15
8000-000404-01	CARRY CASE, REAR BAG, X SERIES	XSERIES	25.00	17.50	30
8000-000405-01	CARRY CASE, SHOULDER STRAP, X SERIES	XSERIES	12.00	8.40	30
8000-001250	ZOLL AED 3 Carry Case	AED3	120.00	91.20	24
8000-001251	Spare Battery Case For ZOLL AED 3 Carry Case	AED3	20.00	15.20	24
8000-001252	Replacement Shoulder Strap For ZOLL AED 3 Carry Case	AED3	15.00	11.40	24
8000-001253	Small Rigid Plastic Case Holds ZOLL AED 3/spare battery pack	AED3	295.00	224.20	24

NASHVILLE FIRE IN 2019

List Price Your Price Disc%

Accessories**Cases and Pouches****Carrying Cases**

Part Number	Description	SKU	List Price	Your Price	Disc%
8000-001254	Large Rigid Plastic Case Holds ZOLL AED 3/spare electrodes/spare battery pack	AED3	315.00	239.40	24
8000-001268	HARD CASE, M330 MULTIFUNCTION ASPIRATOR	ASP330	307.00	260.95	15
8000-0375-01	AED Plus Trainer / Trainer 2 Carry Case.	AED_PLUS	85.00	57.80	32
8000-0802-01	Replacement Softcase	AED_PLUS	105.00	71.40	32
8000-0810-01	AED PRO Soft Carry Case	AED_PRO	105.00	71.40	32
8000-0832-01	AED PRO Molded Vinyl Carry Case with Spare Battery Compartment	AED_PRO	165.00	112.20	32
8700-000850-40	AutoPulse Quick Case	AP	495.00	470.25	5
8707-000502-01	X Series Carry Case	XSERIES	495.00	346.50	30
8707-000503-01	CLEAR PLASTIC DISPLAY PROTECTOR, X SERIES	XSERIES	35.00	24.50	30

Chargers and Power Supplies**AutoPulse**

8700-0753-01	AutoPulse SurePower Battery Charger, U.S.	AP	2,295.00	2,180.25	5
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Miscellaneous

8000-000903-01	Power Extension Cable	XSERIES	112.00	78.40	30
8300-000006	DC Auxiliary Power Supply	ESERIES MSERIES RSE ES XSERIES	1,512.00	1,058.40	30

SurePower

8050-0030-01	SurePower 4 Bay Charging System (Requires 8300-0250-01 to Charge Propaq MD)	ESERIES MSERIES RSE ES XSERIES	2,275.00	1,592.50	30
8050-0032-01	SurePower Charger Battery Well Spacer	ESERIES MSERIES RSE ES XSERIES	21.00	14.70	30
8200-000100-01	SurePower Single Bay Charger	ESERIES MSERIES RSE ES XSERIES	945.00	661.50	30
8300-0250-01	SurePower Charger Adapter for Propaq MD Batteries	ESERIES MSERIES RSE ES XSERIES	295.00	206.50	30
8300-0500-01	SurePower 4 Bay Charging System Including 4 Propaq MD Battery Charging Adapters	ESERIES MSERIES RSE ES XSERIES	2,583.00	1,808.10	30

Data Communication**Data Communication**

8000-000488-01	MULTI-TECH CELL MODEM, EXTERNAL ANTENNA KIT, GSM US, (REF: 9355-000488-01.MTC-H5-B03-ZOLL)	XSERIES	895.00	626.50	30
8000-001405-01	KIT, MULTI-TECH MTC CAT M1 CELL MODEM, VERIZON (MTC-MVW1-B03-ZOLL)	XSERIES	895.00	626.50	30
8000-0815	USB IRDA Adapter (Not Recommended for use On Windows 98)	AED_PLUS AED_PRO	105.00	71.40	32
8000-0816	RS232 IRDA Adapter (Recommended for Windows 98)	AED_PLUS AED_PRO	105.00	71.40	32
8707-000500-01	USB Extension Cable	XSERIES	35.00	24.50	30

ECG Cables**12 Lead**

8300-0802-01	12-Lead One Step ECG Cable - AAMI Includes 4-Lead Trunk Cable and Removable Precordial 6 Lead Set	PROPAQMD XSERIES	325.00	227.50	30
8300-0804-01	V Lead Patient Cable for 12 Lead ECG(Replacement Precordial 6 Lead Cable - AAMI)	PROPAQMD XSERIES	295.00	206.50	30

Accessories

ECG Cables

3 Lead

8300-0800-01	3-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	PROPAQMD XSERIES	125.00	87.50	30
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4 Lead

8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	PROPAQMD XSERIES	295.00	206.50	30
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5 Lead

8300-0801-01	5-Lead ECG Cable - AAMI with Low Profile Propaq MD Connector	PROPAQMD XSERIES	175.00	122.50	30
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Miscellaneous

8000-0838	AED PRO ECG Cable AAMI	AED_PRO	160.00	108.80	32
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IPR Therapy

IPR

12-0869-000	ResQCPR demo kit: includes ResQMAN demonstrator and ResQPOD ITD	IPR	59.95	56.95	5
12-0935-000	Carrying case for the ResQCPR System componenets.	IPR	60.00	57.00	5
12-2507-000	Training versions of one (1) ResQPUMP and two (2) ResQPODs, all intended for training ONLY and labeled "NOT FOR HUMAN USE". Sold as individual kits.	IPR	695.00	660.25	5

ResQCPR

12-0242-030	ResQPOD ITD 10, MIL-SKU	IPR	110.00	104.50	5
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Miscellaneous

Documents and Sheets

9652-000391-01	Waterproof Quick Reference Guide, English	XSERIES	26.00	18.20	30
9652-0605-01	12 Lead Pocket Reference Cards - Pocket-Sized Guide for 12-Lead Electrode Placement, Pack of 25	ESERIES MSERIES RSE ES XSERIES	50.00	35.00	30
9658-001355-01	Operator's Guide, English, CD Rom Format	XSERIES	26.00	18.20	30

Manuals and Books

9650-001355-01	Operator's Guide, X Series, English, Paper Format	XSERIES	26.00	18.20	30
9650-001356-01	Service Manual, X Series, English, Paper Format	XSERIES	26.00	18.20	30
9650-0300-01	Operator' Guide for Individual Operators or for use As Wall Poster	AED_PLUS	6.00	4.08	32
9650-0301-01	Administration Guide	AED_PLUS	6.00	4.08	32
9650-0309-01	AED PRO Service Manual	AED_PRO	55.00	37.40	32
9650-0350-01	AED PRO Replacement Operator Guide	AED_PRO	27.00	18.36	32

Miscellaneous

704-0004-00	731 Low Flow O2 reservoir kit for use with low flow oxygen delivery	VENT ASP	108.29	92.05	15
8000-000493	ANTENNA, ULTRA-WIDEBAND,4G/3G/2G, ADHESIVE	XSERIES	49.95	34.97	30

**Mounting Brackets
 Mounting Brackets**

NASHVILLE FIRE TN 2019

List Price Your Price Disc%

Accessories**Mounting Brackets****Mounting Brackets**

			List Price	Your Price	Disc%
703-0003-00	Assembly,Kit,Bracket,Mounting,Wall,Vehicle	VENT731	72.62	61.73	15
704-0750-08	Assembly, Bracket, Pole Mounting, Universal	VENT ASP	147.84	125.66	15
8000-001255	ZOLL AED 3 Wall Mount Bracket (Device Only)	AED3	55.00	41.80	24
816-0731-00	Assembly, Stand, 731, Series with Locking Wheels	VENT731	1,200.00	1,020.00	15
816-0731-01	Assembly, Stand, 731 Series, with Locking Wheels, MRI	VENT731	1,200.00	1,020.00	15

NIBP**Cuffs**

8000-000205	Hose, Blood Pressure Cuff, Infant/Neonate, 8 foot, ISO Connector	PROPAQM PROPAQMD SERIES	125.00	87.50	30
8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	PROPAQMD XSERIES	157.50	110.25	30
8300-0002-01	Dual Lumen NIBP 10 Foot Hose	PROPAQMD XSERIES	125.00	87.50	30
8300-0002-02	Dual Lumen NIBP Tubing Assembly, 5 FT	PROPAQMD XSERIES	125.00	87.50	30
8300-0796-01	Infant/Neonate, 8 Foot Single Lumen NIBP Hose, with Female Luer Cuff Connector	PROPAQMD XSERIES	65.00	45.50	30
REUSE-07-1MQ	Infant Cuff, 9 - 13 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-07-2MQ	Infant Cuff, 9 - 13 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-08-1MQ	Small Child Cuff, 12-16 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-09-1MQ	Child Cuff, 15 - 21 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-10-1MQ	Small Adult Cuff, 20 - 26 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-10-2MQ	Small Adult Cuff, 20 - 26 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-11-1HP	Adult Cuff, 25 - 34cm, Single Tube with Bayonet Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-11-1MQ	Adult Cuff, 25 - 34 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-11L-2MQ	Adult Long Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-12L-2MQ	Large Adult Long Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30
REUSE-13-1MQ	Adult Thigh Cuff, 40 - 55 cm, Single Tube with Twist-Lock Connector, Each	PROPAQMD XSERIES	54.00	45.00	17
REUSE-13-2MQ	Adult Thigh Cuff, 40 - 55 cm, 2-Tube with Twist Lock Connector, Each	PROPAQMD XSERIES	52.50	36.75	30

Software**Software**

8000-0843-01	ZOLL Administrative SoftWarranty for AED Pro, CD-ROM	AED_PRO	27.00	18.36	32
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NASHVILLE FIRE TN 2019

List Price

Your Price

Disc%

Accessories

Software

SPO2 Cables and Sensors

Cables

Part Number	Description	Series	List Price	Your Price	Disc%
8000-001392	RAINBOW RC-4, 4FT REUSABLE EMS PATIENT CABLE (REF 4481)	XSERIES	245.00	171.50	30
8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 4ft (Red 4' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	XSERIES	295.00	206.50	30
8000-0331	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single use and Reusable Sensors, 10ft (Red 10' Reusable Patient Cable - Connects to LNCS Single use and Reusable Sensors)	XSERIES	345.00	241.50	30
8000-0332	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Adult Reusable Patient Cable / Sensor)	XSERIES	345.00	241.50	30
8000-0333	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 3ft (Red 3' DCI Pediatric Reusable Patient Cable / Sensor)	XSERIES	395.00	276.50	30
8000-0334	SpO2 Rainbow DCI Adult Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Adult Reusable Patient Cable / Sensor)	XSERIES	595.00	416.50	30
8000-0335	SpO2 Rainbow DCI Pediatric Reusable Patient Cable/Sensor, 12ft (Red 12' DCI Pediatric Reusable Patient Cable / Sensor)	XSERIES	645.00	451.50	30
8000-0341	SpO2/SpCO/SPMet Rainbow Patient Cable: Connects to Single use Sensors (4 Ft) (Rainbow 4' Reusable Patient Cable - Connects to Rainbow 2 Piece Sensors)	XSERIES	245.00	171.50	30
8000-0342	SpO2/SpCO/SPMet Rainbow Patient Cable: Connects to Single use Sensors (12 Ft) (Rainbow 12' Reusable Patient Cable - Connects to Rainbow 2 Piece Sensors)	XSERIES	295.00	206.50	30

Cable-Sensor Combinations

8000-0343	SpO2/SpCO/SPMet Rainbow DCI Adult Reusable Patient Cable/Sensor (8 Ft) (Rainbow 8' DCI Adult Reusable Patient Cable / Sensor)	XSERIES	895.00	626.50	30
8000-0344	SpO2/SpCO/SPMet Rainbow DCI Adult Reusable Patient Cable/Sensor (12 Ft) (Rainbow 12' DCI Adult Reusable Patient Cable / Sensor)	XSERIES	1,095.00	766.50	30
8000-0345	SpO2/SpCO/SPMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (8 Ft) (Rainbow 8' DCI Pediatric Reusable Patient Cable / Sensor)	XSERIES	995.00	696.50	30
8000-0346	SpO2/SpCO/SPMet Rainbow DCI Pediatric Reusable Patient Cable/Sensor (12 Ft) (Rainbow 12' DCI Pediatric Reusable Patient Cable / Sensor)	XSERIES	1,195.00	836.50	30
8000-0377	SpO2 Rainbow DBI-DC8 Reusable Patient Cable / Sensor, 8ft	XSERIES	925.00	647.50	30

Sensors

8000-000371	Rainbow Adult Reusable Patient Sensor for SpO2, SpCO, SPMet	XSERIES	845.00	591.50	30
8000-000372	Rainbow Pediatric Reusable Patient Sensor for SpO2, SpCO, SPMet	XSERIES	845.00	591.50	30
8000-000459	M-LNCS DCI Reusable Sensor	ESERIES MSERIES RSEES XSERIES	295.00	206.50	30
8000-000467	Rainbow, DCI SC-400, Pediatric Reusable Finger Sensor, SpHb, SpO2, SPMet, 3ft	XSERIES	1,795.00	1,256.50	30

Temperature Cables and Sensors

Sensors

8000-0668	YSI Reusable Adult Esophageal/Rectal Temperature Probe	MSERIES PROPAQMD XERIES	125.00	87.50	30
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NASHVILLE FIRE TN 2019

List Price Your Price Disc%

Accessories

Temperature Cables and Sensors

Sensors

Item #	Description	Part #	List Price	Your Price	Disc%
8000-0669	YSI Reusable Pediatric Esophageal Rectal Probe	MSERIES PROPAQMD XERIES	75.00	71.25	5
8000-0670	YSI Reusable Adult Skin Temperature Probe	PROPAQMD XSERIES	125.00	87.50	30
8000-0671	YSI Reusable Pediatric Skin Temperature Probe	PROPAQMD XSERIES	125.00	106.25	15

Training

Manikin

12-2116-000	Manikit	IPR	159.00	151.05	5
8700-0718-01	AutoPulse Manikin	AP	185.00	175.75	5

Miscellaneous

8000-000925	ZOLL AED Simulator Designed to be used with ZOLL AED 3, AED Plus and/or AED Pro	AED3	290.00	220.40	24
8000-0819-01	Simulator/Tester -Connects to AED Plus to Demonstrate Operation	AED_PLUS	239.00	234.22	2
8000-0822	Trainer US AC Adapter	AED_PLUS	55.00	37.40	32
8000-0829-01	AED PRO Simulator	AED_PRO	345.00	234.60	32
8009-0751-01	See-Thru CPR Simulator	RSERIES XSERIES M2SR	495.00	346.50	30
8012-0206	12-Lead ECG Simulator	XSERIES	1,065.00	745.50	30
8700-000764-01	AutoPulse Training System-Li-Ion	AP	7,395.00	7,173.15	3
8700-0707-01	Lifeband Trainer	AP	349.00	331.55	5
8900-000268	ZOLL AED 3 Biomed Testing Cable. Defibrillator Analyzer Adapter Cable - connects ZOLL AED 3 to analyzer	AED3	89.00	62.30	30
8900-0804-01	CPR-D-padz Training Electrodes (To Be Used with Trainer Only)-- with Reusable, 1 pair, 12 Month Shelf Life	AED_PLUS AED_PRO	90.00	61.20	32
9650-0717-01	AutoPulse In-Service Training Video, VHS Tape Format.	AP	19.95	18.95	5
9650-0851-01	AED Plus First Responder Video - VHS	AED_PLUS	27.00	18.36	32
9658-0413-01	AED Plus Setup and Practice Videos. AED Plus In-Service and Training DVD Collection. Includes Videos On In-Servicing Your AED Plus, Setting Up the Device, and Performing Single and Team Rescues with the AED Plus. DVD Also Contains Wmv Files Allowing Users Who Do Not Have the Capability to Play A DVD the Ability to View the Videos.	AED_PLUS	10.00	6.80	32
9658-0716-01	AutoPulse In-Service Training Video, DVD Format.	AP	19.95	18.95	5

Training Unit

8008-000052-01	ENGLISH - AED Plus Fully Automatic Trainer 2 Unit The AED Plus Trainer2 can be used by trainers to train users of the AED Plus. supplied with wireless Remote Controller, one set of CPR-D training electrodes, one pair of replacement gels, 4 D-Cell batteries, 2 AA batteries,, Operators Guide, and a (6) six month limited warranty	AED_PLUS	379.00	257.72	32
8008-0006-01	Real CPR Help Travel Trainer (Practice And/or Demonstrate Real CPR Help with A Clinical AED Plus or AED PRO Using the Travel Trainer with Built-In Heart Rhythm Simulator)	AED_PLUS	399.00	359.10	10
8008-0050-01	ENGLISH - AED Plus Semi-Automatic Trainer 2 Unit The AED Plus Trainer2 can be used by trainers to train users of the AED Plus. Supplied with wireless Remote Controller, one set of CPR-D training electrodes, one pair of replacement gels, 4 D-Cell batteries, 2 AA batteries, Operators Guide, and a (6) six month limited warranty	AED_PLUS	379.00	257.72	32

NASHVILLE FIRE IN 2019

List Price Your Price Disc%

Accessories**Ventilator****Miscellaneous**

Part Number	Description	Code	List Price	Your Price	Disc%
703-0731-17	Ventilator carrier (cage) in olive for the AEV and EMV+	VENT731	395.00	335.75	15
703-0731-27	Assy, Vent Carrier, Eagle II	VENT731	395.00	335.75	15
704-0731-09	Assembly, Fabrication, IV Pole, Rolling Stand	VENT731	282.99	240.54	15
820-0124-00	Arm, Articulating, Circuit Holder	VENT731	353.85	272.46	23

Components**Components****Component**

Part Number	Description	Code	List Price	Your Price	Disc%
703-0731-03	ASSEMBLY, CARRY CASE, 731, NO AC RECEPTACLE	VENT731	206.48	175.51	15
8300-000831-40	CABLE ASSY, MFC-CPRD, X SERIES	XSERIES	425.00	297.50	30

Consumables**AutoPulse****LifeBands**

Part Number	Description	Code	List Price	Your Price	Disc%
8700-0706-01	Lifeband 3 Pack	AP	375.00	356.25	5

ECG Cables**Electrodes**

Part Number	Description	Code	List Price	Your Price	Disc%
8900-0004	ECG Liquid Gel Electrodes, 4 ECG Electrodes/Pouch (480 Electrodes =120 Pouches), 24 Month Shelf Life (10 Cartons / Case)	ESERIES MSERIES RSE ES XSERIES	96.00	67.20	30
8900-0006	ECG Liquid Gel Electrodes, 6 ECG Electrodes/Pouch (600 Electrodes = 100 Pouches), 24 Month Shelf Life (10 Cartons / Case)	ESERIES MSERIES RSE ES XSERIES	120.00	113.00	6
8900-0700	30 Pouch, Rectangle Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life (20 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	120.00	99.00	18
8900-0701	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 1.5" Diameter), 24 Month Shelf Life (20 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	120.00	99.00	18
8900-0703	30 Pouch Round Liquid Gel ECG Electrodes (600 Electrodes, 2" Diameter), 24 Month Shelf Life (20 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	120.00	112.00	7
8900-0704	30 Pouch Radiolucent ECG Electrodes (300 Electrodes, 1.5" Diameter), 24 Month Shelf Life (10 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	60.00	50.00	17
8900-0706	30 Pouch Square Liquid Gel ECG Electrodes (600 Electrodes), 24 Month Shelf Life (20 POUCHES / CASE)	ESERIES MSERIES RSE ES XSERIES	120.00	115.00	4
8900-0709	4 Pouch Pediatric ECG Electrodes (480 Electrodes), 24 Month Shelf Life (10 Cartons / Case)	ESERIES MSERIES RSE ES XSERIES	115.00	110.00	4
8900-1003-01	Pediatric ECG Electrodes/3 Per Pouch (300 Electrodes), 24 Month Shelf Life (10 Cartons / Case)	ESERIES MSERIES RSE ES XSERIES	68.00	47.60	30

ETCO2 Cables and Sensors**ETCO2 - SideStream**

Part Number	Description	Code	List Price	Your Price	Disc%
8300-0520-01	Oridion Filterline Set, For Intubated Patients, Adult/Pediatric, EMS, Box of 25	PROPAQMD XSERIES	275.00	192.50	30
8300-0521-01	Oridion Filterline H Set, For Intubated Patients, Adult/Pediatric, EMS, Box of 25	PROPAQMD XSERIES	450.00	315.00	30
8300-0522-01	Oridion Filterline H Set, For Intubated Patients, Infant/Neonatal, EMS, Box of 25	PROPAQMD XSERIES	450.00	315.00	30

Consumables

ETCO2 Cables and Sensors

ETCO2 - SideStream

8300-0523-01	Oridion Vitaline H Set, For Intubated Patients, Adult/Pediatric, EMS, Case of 25	PROPAQMD XSERIES	685.00	479.50	30
8300-0524-01	Oridion Smart CapnoLine Plus O2 (O2 Tubing), For Non-Intubated Patients, Adult, EMS, Box of 25	PROPAQMD XSERIES	355.00	248.50	30
8300-0525-01	Oridion Smart CapnoLine Plus O2 (O2 Tubing), For Non-Intubated Patients, Pediatric, EMS, Box of 25	PROPAQMD XSERIES	395.00	276.50	30

Sensors

8300-000529-01	Microstream O2/CO2 Oral Nasal Filterline, For Non-Intubated Patients - Pediatric, Box of 25	PROPAQMD XSERIES	385.00	269.50	30
8300-000530-01	Smart Capnoline Plus (O2 Connectors Only), For Intubated Patients, Adult, Box of 25	PROPAQMD XSERIES	345.00	241.50	30

IPR Therapy

IPR

12-0242-000	Impedance Threshold Device (ITD) that attaches to the airway during CPR to enhance negative pressure and increase perfusion. The ITD 10 is a disposable product (one time use only).	IPR	110.00	104.50	5
12-0586-000	Replacement suction cup for the ResQPUMP ACD-CPR device. This suction cup further increases blood return by re-expanding the chest with a lift force of up to 10 kg.	IPR	40.00	38.00	5
12-0707-000	ResQGARD FM Kit	IPR	59.00	56.05	5
12-0822-000	ResQPOD ITD 16 - Impedance Threshold Device (ITD) attaches to the airway during CPR to enhance negative pressure to increase perfusion; disposable; single patient use only; replacement component of the ResQCPR System.	IPR	110.00	104.50	5

ResQPOD

12-2394-000	ResQPAD	IPR	29.00	29.00	0
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Multi-Function Electrodes

CPR Stat-Padz

8900-0400	CPR Stat-padz HVP Multi-Function CPR Electrodes, 8 Prs/Cs (24 Mo Shelf Life)	AED_PLUS AED_PRO JERIES XSERIES	560.00	380.80	32
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CPR-D

8900-0800-01	CPRD-padz One Piece Defibrillation and CPR System Adult Electrode(CPR-D-padz One Piece Electrode Pad with Real CPR Help . Supplied with Gloves, Barrier Mask, Scissors, Razor, Wet Wipe and Dry Wipe. 1 EA, Five (5) Year Shelf-Life.)	AED3 AED_PLUS AED_FRO M2SER	169.00	114.92	32
8900-0807-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Each.	AED_PLUS AED_PRO	19.00	12.92	32
8900-0808-01	CPR-D Accessory Kit Contains CPR Barrier Mask, Scissors, Gloves, Prep Razor, Towel and A Moist Towelette In A Small Zip-Lock Pouch, One Case of 50 Each.	AED_PLUS AED_PRO	800.00	544.00	32

OneStep Pads

8900-000219-01	OneStep Pediatric CPR Resuscitation Electrode, 1 Pair, 24 Month Shelf Life.	RSERIES XSERIES	87.50	61.25	30
8900-000220-01	OneStep Pediatric CPR Resuscitation Electrode, 8 Pairs, 24 Month Shelf Life.	RSERIES XSERIES	650.00	455.00	30

Pedi-Padz

NASHVILLE FIRE TN 2019

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Consumables

Multi-Function Electrodes

Pedi-Padz

8900-2061	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 1 Pair, 12 Month Shelf Life.	ESERIES MSERIES RSE ES XSERIES	60.00	42.00	30
8900-2065	Pedi-padz Pediatric Liquid Gel Multi-Function Electrodes, 6 Pairs per Case, 12 Month Shelf Life.	ESERIES MSERIES RSE ES XSERIES	249.00	174.30	30

Pedi-Padz II

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. 1 Pair, 24 Month Shelf Life.	AED3 AED_PLUS AED_F RO	95.00	66.50	30
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Stat-Padz

8900-0402	CPR Stat-padz HVP Multi-Function CPR Electrodes, 1 Ea (24 Mo Shelf Life)	ALL_AED	75.00	51.00	32
8900-0950-01	Air Medical Stat-padz HVP Multi-Function Electrodes (1 Pair)	ESERIES MSERIES RSE ES XSERIES	55.00	38.50	30
8900-0951-01	Air Medical Stat-padz HVP Multi-Function Electrodes (12 / Case)	ESERIES MSERIES RSE ES XSERIES	479.00	335.30	30
8900-4003	Stat-padz HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	ESERIES MSERIES RSE ES XSERIES M2SER	479.00	335.30	30
8900-4004	Stat-padz HVP Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	ESERIES MSERIES RSE ES XSERIES M2SER	55.00	38.50	30

Stat-Padz II

8900-0801-01	Stat-padz II Adult Multi-Function Electrodes, 1 Pair, 24 Month Shelf Life	AED_PRO ESER MSER SER XSER M2SER	59.00	40.12	32
8900-0802-01	Stat-padz II HVP Multi-Function Electrodes, 12 Pair per Case, 24 Month Shelf Life	AED_PRO ESER MSER SER XSER M2SER	499.00	339.32	32

NIBP

Cuffs

8000-000200	Cuff, Blood Pressure, Disposable, ISO Connector, Size 1 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	90.00	63.00	30
8000-000201	Cuff, Blood Pressure, Disposable, ISO Connector, Size 2 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	95.00	66.50	30
8000-000202	Cuff, Blood Pressure, Disposable, ISO Connector, Size 3 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	100.00	70.00	30
8000-000203	Cuff, Blood Pressure, Disposable, ISO Connector, Size 4 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	105.00	73.50	30
8000-000204	Cuff, Blood Pressure, Disposable, ISO Connector, Size 5 Neonate (Qty 10)	PROPAQM PROPAQMD SERIES	110.00	77.00	30
8000-0640	Neonatal Disposable Cuffs Size 1, 3 - 6 cm, Box of 10	XSERIES	90.00	63.00	30
8000-0641	Neonatal Disposable Cuffs Size 2, 4 - 8 cm, Box of 10	XSERIES	95.00	66.50	30
8000-0642	Neonatal Disposable Cuffs Size 3, 6 - 11 cm, Box of 20	ESERIES MSERIES RSE ES XSERIES	100.00	70.00	30
8000-0643	Neonatal Disposable Cuffs Size 4, 7 -13 cm, Box of 20	ESERIES MSERIES RSE ES XSERIES	105.00	73.50	30
8000-0644	Neonatal Disposable Cuffs Size 5, 8 - 15 cm, Box of 20	ESERIES MSERIES RSE ES XSERIES	110.00	77.00	30
8300-0797-01	Neonatal Cuff Kit, One Each of Sizes #1 - #5, Single Tube with Male Luer Connector	ESERIES MSERIES RSE ES XSERIES	25.25	17.68	30
SOFT-07-2MQ	Disposable Cuff, Soft Infant, 2-Tube, Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	175.00	122.50	30
SOFT-08-2MQ	Small Child Cuff, 12 - 16 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	175.00	122.50	30

Consumables

NIBP

Cuffs

SOFT-09-1MQ	Child Cuff, 15 - 21 cm, Single Tube with Twist-Lock Connector, Case of 20	ESERIES MSERIES XSE ES	165.00	115.50	30
SOFT-09-2MQ	Child Cuff, 15 - 21 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	175.00	122.50	30
SOFT-10-1MQ	Adult Small Cuff, 20 - 26 cm, Single Tube with Twist-Lock Connector, Case of 20	ESERIES MSERIES XSE ES	185.00	129.50	30
SOFT-10-2MQ	Small Adult Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	195.00	136.50	30
SOFT-11-2MQ	Adult Cuff, 25 - 34 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	195.00	136.50	30
SOFT-11L-2MQ	Adult Long Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	225.00	157.50	30
SOFT-12-1MQ	Large Adult Cuff, 32 - 43 cm, Single Tube with Twist-Lock Connector, Case of 20	ESERIES MSERIES XSE ES	185.00	129.50	30
SOFT-12-2MQ	Large Adult Cuff, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	195.00	136.50	30
SOFT-12L-2MQ	Large Adult Long, 32 - 43 cm, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	225.00	157.50	30
SOFT-13-1MQ	Adult Thigh Cuff, 40 - 55 cm, Single Tube with Twist-Lock Connector, Case of 20	ESERIES MSERIES XSE ES	245.00	171.50	30
SOFT-13-2MQ	Adult Thigh Cuff, 2-Tube with Twist Lock Connector, Case of 20	ESERIES MSERIES XSE ES	265.00	185.50	30

Paper

Recorder Paper

8000-000901-01	ECG Plain White Paper - 80 mm, Case of 6 Rolls	XSERIES	24.00	16.80	30
8000-000910-01	Thermal Paper with Grid - 80 mm, Case of 6 Rolls	XSERIES	24.00	16.80	30

SPO2 Cables and Sensors

Sensors

8000-000456	Masimo Single Patent Ear Sensor, LNCS E1 (BOX OF 10)	XSERIES	425.00	297.50	30
8000-000457	Masimo Single Patient Ear Sensor, M-LNCS E1 (BOX OF 10)	XSERIES	425.00	297.50	30
8000-000462	Rainbow, R1-25L Adult Adhesive Sensors, SpHb, SpO2, SPMet (10 PER BOX)	XSERIES	1,095.00	766.50	30
8000-000468	Rainbow, R1-25 Butterfly Adult Adhesive Sensors, SpHb, SpO2, SPMet	XSERIES	1,095.00	766.50	30
8000-000469	Rainbow, R1-20 Butterfly Pediatric Adhesive Sensors, SpHb, SpO2, SPMet	XSERIES	1,095.00	766.50	30
8000-000475	Masimo, M-LNCS ADTX, Adult Adhesive Sensor (20 PER BOX)	ESERIES MSERIES RSE ES XSERIES	325.00	227.50	30
8000-000476	Masimo, M-LNCS PDTX-3, Pediatric Adhesive Sensor (20 PER BOX)	ESERIES MSERIES RSE ES XSERIES	340.00	238.00	30
8000-000477	Masimo M-LNCS INF-3, Infant Adhesive Sensor (20 PER BOX)	ESERIES MSERIES RSE ES XSERIES	430.00	301.00	30
8000-000478	Masimo, M-LNCS NEOPT-3, Neonatal Preterm Adhesive Sensor (20 PER BOX)	ESERIES MSERIES RSE ES XSERIES	470.00	329.00	30
8000-0336	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients > 30 kg, Box of 10 (Rainbow Single use Sensor for Patients > 30 kg)	XSERIES	695.00	486.50	30
8000-0337	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients < 3kg, > 30 kg, Box of 10 (Rainbow Single use Sensor for Patients < 3kg, > 30 kg)	XSERIES	695.00	486.50	30

NASHVILLE FIRE TN 2019

List Price Your Price Disc%

Consumables**SPO2 Cables and Sensors****Sensors**

Item #	Description	Code	List Price	Your Price	Disc%
8000-0339	SpO2/SpCO/SPMet Rainbow Single use Sensors: Patients 10-50 kg, Box of 10 (Rainbow Single use Sensor for Pediatrics 10 - 50 kg)	XSERIES	795.00	556.50	30
8000-0340	SpO2/SpCO/SPMet Rainbow Single use Sensors: Infant Patients 3-30 kg (10 Per Box)	XSERIES	795.00	556.50	30

Temperature Cables and Sensors**Cables**

8000-0674	Disposable Temperature Sensor Adapter Cable	ESERIES MSERIES XSEES	71.00	49.70	30
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Sensors

8000-0672	YSI Single use Adult Esophageal Rectal Probe	PROPAQMD XSERIES	15.00	10.50	30
8000-0673	YSI Single use Adult Skin Temperature Probe	PROPAQMD XSERIES	15.00	10.50	30

Training**Electrodes**

8900-000861-01	Trainer Electrode, Pedi-padz II, 6 Pairs per Case, 24 Month Shelf Life	AED_PLUS	129.00	87.72	32
8900-0180	OneStep Training Cable and Electrode. Includes One Training Cable with CPR Sensor and Y-Connector for Simulator Connection and One Pair of Replacement OneStep Training CPR A/P Electrodes.	MSERIES RSERIES XSEES	139.00	97.30	30
8900-0185	Replacement OneStep Training CPR A/P Electrodes (8 Per Case)	MSERIES RSERIES XSEES	99.00	95.00	4
8900-0190	Training CPR Stat-padz. Includes One Training Cable with CPR Sensor, Y Connector for Simulator Connection, and One Pair of Replacement Training Electrodes.	ESERIES MSERIES RSEES XSERIES	89.00	62.30	30
8900-0195	Replacement Training Electrodes (CPR Stat-padz Case of 8). Includes 8 Pairs (Sternum and Apex Pad) of Replacement Electrodes for Training CPR Stat-padz.	ESERIES MSERIES RSEES XSERIES	79.00	75.00	5
8900-0240-01	OneStep Training Cable and Electrode. Includes One Training Cable with CPR Sensor and Y-Connector for Simulator Connection and One Pair of Replacement CPR A/A Pads.	MSERIES RSERIES XSEES	139.00	97.30	30
8900-0245-01	Replacement OneStep Training Electrodes (CPR A/A Format) (8 Per Case)	MSERIES RSERIES XSEES	99.00	69.30	30
8900-0805-01	Training Electrodes, Stat-padz II, 6 Pairs per Case, 24 Month Shelf Life	AED_PRO ESERIES MSERIES RSERIES XSERIES	129.00	87.72	32
8900-0809-01	Replacement CPR-D Demo Pads. Includes A Pair of CPR-D Replacement Electrode Pads with Tabbed Pull-Away Gel Covers Without the CPR Sensor Assembly. Can Be Used to Replace Worn or Frayed Pads From Complete CPR-D Demo Pad.	AED_PLUS AED_PRO	40.00	32.00	20
8900-5007	CPR-D DEMO ELECTRODES W/CABLE	ALL_AED	125.00	85.00	32

Miscellaneous

8900-0803-01	Replacement Adhesive Gels for CPR-D-padz - Training Electrode Replacements, 5 Pair/case. 12 month shelf life	AED_PLUS AED_PRO	39.00	34.75	11
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Ventilator**Circuits**

820-0106-00	Circuit, Vent, Single Limb, Wye, Adult/Pedi	VENT731	15.95	12.28	23
820-0106-15	Disposable adult 731 circuits. Case of 15	VENT731	224.25	172.67	23

Consumables

**Ventilator
Circuits**

820-0107-00	Circuit, Vent, Single Limb, Wye, Infant	VENT731	17.95	13.82	23
820-0107-20	Disposable Infant/Pediatric 731 circuits. Case of 20	VENT731	339.00	261.03	23
820-0130-10	Adult/Pediatric 12 foot circuit (MRI use) Case of 10.	VENT731	319.00	245.63	23
820-0131-10	Infant/Pediatric 12 foot circuit (MRI Use), Case of 10.	VENT731	359.00	276.43	23

CPAP

334-0125-00	CPAP Harness Only, disposable, single patient use, can be used with Size 4, 5, and 6 size masks.	VENT731	16.18	13.75	15
334-0125-10	Harness, Mask, Universal	VENT731	161.84	137.56	15
712-0002-00	CPAP Mask and Harness Kit #5, Adult, Each	VENT731	27.95	23.76	15
712-0002-20	CPAP Mask and Harness Kit #5, Adult, Case of 20	VENT731	559.00	475.15	15
712-0002-50	CPAP Mask and Harness Kit #5, Adult, Case of 50	VENT731	1,397.50	1,187.88	15
712-0003-00	CPAP Mask and Harness Kit #6, Large Adult	VENT731	27.95	23.76	15
712-0003-20	CPAP Mask and Harness Kit #6, Large Adult, Case of 20	VENT731	559.00	475.15	15
712-0003-50	CPAP Mask and Harness Kit #6, Large Adult, Case of 50	VENT731	1,397.50	1,187.88	15
712-0004-00	CPAP Mask and Harness Kit #4, Child, Each	VENT731	27.95	23.76	15
712-0004-20	CPAP Mask and Harness Kit #4, Child, Case of 20	VENT731	559.00	475.15	15
712-0004-50	CPAP Mask and Harness Kit #4, Child, Case of 50	VENT731	1,397.50	1,187.88	15
812-0006-00	Mask, CPAP, #1 Small Infant	VENT731	9.51	8.08	15
812-0006-20	CPAP MASK ONLY, DISPOSABLE, SIZE #1 SMALL INFANT SINGLE PATIENT USE, 20/CASE	VENT731	190.20	161.67	15
812-0007-00	Mask, CPAP, #2, Infant	VENT731	9.51	8.08	15
812-0007-20	CPAP Mask Only, disposable, Size #2, Infant, single patient use, 20/Case	VENT731	190.20	161.67	15
812-0008-00	Mask, CPAP, #3, Small Child	VENT731	9.51	8.08	15
812-0008-20	CPAP MASK ONLY, DISPOSABLE, SIZE #3, SMALL CHILD, SINGLE PATIENT USE, CASE OF 20	VENT731	190.20	161.67	15
812-0009-00	Mask, CPAP, #4 Child	VENT731	9.51	8.08	15
812-0009-20	MASK,CPAP,#4 CHILD CASE OF 20	VENT731	190.20	161.67	15
812-0010-00	Mask, CPAP, #5 Regular Adult	VENT731	9.51	8.08	15
812-0010-20	CPAP MASK ONLY, DISPOSABLE, SIZE #5, REGULAR ADUL SINGLE PATIENT USE, 20/CASE	VENT731	190.20	161.67	15
812-0011-00	Mask, CPAP, #6 Large Adult	VENT731	9.51	8.08	15
812-0011-20	CPAP MASK ONLY, DISPOSABLE, SIZE # 6, LARGE ADULT, SINGLE PATIENT USE, CASE 20	VENT731	190.20	161.67	15

Filters

465-0024-00	Bacterial/Viral filter (Case of 50)	VENT731	409.70	348.25	15
465-0025-00	Bacterial/Viral filter +HME, Case of 20	VENT731	340.00	289.00	15
465-0027-00	731 air inlet filter, EACH	VENT731	10.25	8.71	15
465-0028-00	FILTER, FOAM, INLET, 1.08" DIA. X 1/2" THICK,INDIVIDUALL BAGGED	VENT731	8.03	6.83	15

HME

820-0053-00	Disposable heat moisture exchangers for ventilators, adult, CASE OF 50	VENT731	400.00	340.00	15
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Consumables

Ventilator					
HME					
820-0108-00	Low Dead Space Heat Moisture Exchanger, Less than 75cc, Adult, Case of 20	VENT731	260.00	221.00	15
820-0109-00	Low Dead Space Heat Moisture Exchanger, Less than 25cc, Pediatric, Case of 50	VENT731	632.00	537.20	15
820-0110-00	Low Dead Space Heat Moisture Exchanger, Less than 10cc, Infant, Case of 30	VENT731	360.00	306.00	15
Miscellaneous					
820-0132-00	Test Lung for Demonstrations and Product Education, Dark Blue, 1 Liter	VENT731	165.85	140.97	15
825-0002-00	Assembly, Oxygen Hose, 6' Long	VENT731	42.00	35.70	15

Maintenance and Warranty

Nashville and Davidson County TN - Contract 449466

Technical Support and On-Site Service.

(see addendum A for descriptions to the below offerings)

Traditional Extended Warranty & PM's

8889-0001, \$1145.00/unit, 1 Year Extended Warranty

8889-0002, \$2060.00/unit, 2 Year Extended Warranty

8889-0003, \$3015.00/unit, 3 Year Extended Warranty

8889-0004, \$3900.00/unit, 4 Year Extended Warranty

8889-5000, \$4680.00/unit, 5 Year Extended Warranty

8889-1991, \$230.00/unit, 1 Year, 1 PM

8889-2991, \$460.00/unit, 2 Year, 1 PM

8889-3991, \$690.00/unit, 3 Year, 1 PM

8889-4991, \$920.00/unit, 4 Year, 1 PM

8889-5991, \$1,150.00/unit, 4 Year, 1 PM

On-Site Extended Warranty with 1 PM & Battery Replacement

8889-200011, \$1,625.00/unit, 1 Year

8889-200022, \$2,940.00/unit, 2 Years

8889-200033, \$4,125.00/unit, 3 Years

8889-200044, \$5,570.00/unit, 4 Years

8889-200055, \$6,580.00/unit, 5 Years

Addendum A

TECHNICAL SUPPORT AND ON-SITE SERVICE

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

Technical Support Hours of Coverage

Technical Support is available to all ZOLL Customers free of charge 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

Outside the coverage identified above, Technical Support is available to all ZOLL Customers on an emergency basis 7 days a week. Emergency Support is available by calling **1-800-348-9011, option 8** to reach our off hours dispatch system. During weekends and evenings, our on call Technical Support Representative will return the call within 4 hours.

Response Time

The Technical Support Help Desk answers support inquiries in real time. If the caller prefers to leave a voicemail, the tech support team will return the call within 1 hour (during business hours). The caller will work with the Technical Support Representative to troubleshoot the issue.

Technical Support Help Desk may dispatch a service loaner to your facility. 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.

On-Site Service

If the inquiry is not resolved during the phone call, a local field support technician may be dispatched. ZOLL On-Site is specifically designed for customers that require an on-site service plan. In addition to our standard free service,

ZOLL On-Site provides the expertise of our factory trained ZOLL Field Support Technicians.

Terms

Within 48 hours of contact to Technical Support, a Field Support Representative will be on-site during normal business hours to respond to the customer's needs.

If the On-Site contract covers multiple devices, located in multiple stations, you must provide one or two primary centrally located stations. In the event of a device problem, the device should be made available to the ZOLL Field Support Technician during the scheduled on-site visit at one of the two centrally located stations.

A primary and back-up contact must be provided to the ZOLL Field Support Technician for all communication.

Only closed box repairs can be completed on-site (i.e. software updates, software reloading, handle replacement, external cable replacement).

Service Provided by On-Site Service

The following services will be provided by a ZOLL field technician during the scheduled on-site visit:

- Troubleshoot device(s) and/or accessories under contract.
- Place calls with the Technical Support Help Desk to open Service Requests and obtain a Return Authorization Number for devices requiring ZOLL Depot repair/evaluation.
- Coordinate service loaner deployments with ZOLL's Technical Support Help Desk.
- Functionally test and assist in the deployment of service loaners or customer devices, including:
 - o loading custom device configurations;
 - o attaching carrying cases/ bags;
 - o attaching mounting brackets;
 - o connecting accessories;
 - and o establishing communications (pairing BT, Wi-Fi, etc...).
- Perform authorized on-site device repairs as appropriate per ZOLL Repair Policies.
- Package (or un-package) service loaners and customer units under contract for shipment to (or returned from) ZOLL.
- Provide answers or guidance to assure that any issues or questions you or your staff may have are addressed.
- Provide product training as required.
- Perform device software updates with the permission of the customer.
- Review battery chargers and battery management. Cycle batteries as required.

Depot Repairs

Repairs are performed in the Service Depot located at ZOLL Corporate in Chelmsford, MA.

ZOLL Service Technicians are highly skilled individuals that are trained in accordance with the Technical Service Standard Operating Procedures. Training is required to be completed prior to evaluating and repairing any device. Technicians are also required to be trained on any updates to these procedures as they occur.

Training requirements, procedures and records are retained electronically in the ZOLL Training System (ZTS) database. ZOLL is committed to providing the highest level of quality in the servicing of all ZOLL products.

All repaired products go through an integral recertification process prior to being returned to you. This includes devices that undergo a repair or an evaluation which determines that a repair is not required, as the evaluation may include disassembly of the product. This process recertifies your device for clinical use.

On-Site Service for Preventive Maintenance

ZOLL recommends that Preventive Maintenance be performed on most devices (refer to the devices Operator's Manual). A Preventive Maintenance program through ZOLL verifies that your ZOLL defibrillators are operating to specification.

A ZOLL factory trained PM and Deployment Technician will be scheduled to provide annual on-site preventive maintenance at one or two centrally located stations. A primary and back-up PM contact must be provided to the ZOLL Field Support Technician for all communication and scheduling. ZOLL will work with a PM Contact provided to coordinate the Preventive Maintenance.

Battery Replacement Program

- Batteries must be maintained per ZOLL's recommended maintenance program.
- Batteries will be replaced, one for one, throughout the Extended Warranty period on an as needed basis, should the SurePower battery or SurePower Charger display a fault.



- Battery replacement program only applies to batteries included with the original shipment of the devices.
- Batteries must be returned to the ZOLL Depot for evaluation and confirmation of failure.

Exhibit B – Affidavits

Compliance with Laws: After first being duly sworn according to law, the undersigned (Affiant) states that he/she and the contracting organization is presently in compliance with, and will continue to maintain compliance with, all applicable federal, state, and local laws.

Taxes and Licensure: Affiant states that Contractor has all applicable licenses, including business licenses. Affiant also states that Contractor is current on its payment of all applicable gross receipt taxes and personal property taxes. M.C.L. 4.20.065

Nondiscrimination: Affiant affirms that by its employment policy, standards and practices, it does not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age or sex, and are not in violation of, and will not violate, any applicable laws concerning the employment of individuals with disabilities. M.C.L. 4.28.020

Employment Requirement: Affiant affirms that neither the Contractor nor utilized temporary staffing service employs any person who is not a legally authorized to work in the United States. Any contractor who knowingly violates the provisions of this section is subject to debarment or suspension. M.C.L. 4.40.060

Covenant of Nondiscrimination: Affiant affirms that in consideration of the privilege to submit offers in response to this solicitation, we hereby consent, covenant, and agree as follows:
To adopt the policies of the Metropolitan Government relating to equal opportunity in contracting on projects and contracts funded, in whole or in part, with funds of the Metropolitan Government;
- To attempt certain good faith efforts to solicit Minority-owned and Woman-owned business participation on projects and contracts in addition to regular and customary solicitation efforts;
- Not to otherwise engage in discriminatory conduct;
- To provide a discrimination-free working environment;
- That this Covenant of Nondiscrimination shall be continuing in nature and shall remain in full force and effect without interruption;
- That the Covenant of Nondiscrimination shall be incorporated by reference into any contract or portion thereof which the Supplier may hereafter obtain; and
- That the failure of the Supplier to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract. M.C.L. 4.46.070

Contingent Fees: It is a breach of ethical standards for a person to be retained, or to retain a person, to solicit or secure a Metro contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. After first being duly sworn according to law, the undersigned Affiant states that the Contractor has not retained anyone in violation of the foregoing. M.C.L. 4.48.080

Iran Divestment Act Affidavit: By submission of this offer and in response to the solicitation, Contractor(s) and each person signing on behalf of Contractor(s) affirm, under penalty of perjury, that to the best of their knowledge and belief, neither the Contractor(s), nor proposed subcontractors, subconsultants, partners and any joint venturers, are on the list created pursuant to the Tennessee Code Annotated § 12-12-106 (Iran Divestment Act). Referenced website:

https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List_of_persons_pursuant_to_Tenn._Code_Ann._12-12-106_Iran_Divestment_Act_updated_7.7.17.pdf

Sexual Harassment: Affiant affirms that should it be awarded a contract with the Metropolitan Government for a period of more than twelve (12) months and/or valued at over five hundred thousand (\$500,000) dollars, affiant shall be required to provide sexual harassment awareness and prevention training to its employees if those employees:

1. Have direct interactions with employees of the Metropolitan Government through email, phone, or in-person contact on a regular basis;
2. Have contact with the public such that the public may believe the contractor is an employee of the Metropolitan Government, including but not limited to a contractor with a phone number or email address associated with Metropolitan government or contractors with uniforms or vehicles bearing insignia of the Metropolitan Government; or
3. Work on property owned by the metropolitan government.

Such training shall be provided no later than (90) days of the effective date of the contract or (90) days of the employee's start date of employment with affiant if said employment occurs after the effective date of the contract. M.C.L. 2.230.020

And Further Affiant Sayeth Not:

Organization Name: ZOLL Medical Corporation

Organization Officer Signature: John Bergeron

Name of Organization Officer: John Bergeron

Title: Vice President and Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
07/02/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Federal Insurance Company		20281
	INSURER B: Trans Pacific Ins Co		41238
	INSURER C: Tokio Marine America Insurance Company		10945
	INSURER D: Mitsui Sumitomo Insurance USA Inc.		22551
	INSURER E: The Travelers Indemnity Co.		25658
INSURER F: The Charter Oak Fire Insurance Company		25615	

COVERAGES **CERTIFICATE NUMBER:** 570077325043 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CLL640976002	07/01/2019	07/01/2020	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	Excluded
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		CA6409761-02	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION		EXS5200217	07/01/2019	07/01/2020	EACH OCCURRENCE	\$25,000,000
						AGGREGATE	\$25,000,000
E	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB53319473 AOS UB8N278805 See below states	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
F		N/A		07/01/2019	07/01/2020	E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE-EA EMPLOYEE	\$1,000,000
						E.L. DISEASE-POLICY LIMIT	\$1,000,000
A	Products Liab		36019266 Retro Date 10/1/2004	07/01/2018	08/15/2019	Prod/Comp Ops/Agg Prod/Comp Ops/Occ Deductible	\$5,000,000 \$5,000,000 \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Contract No.: 449466.
 Metropolitan Government of Nashville and Davidson County, its officials, officers, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability (pol no. CLL640976002) and Automobile Liability (pol no. CA640976102) policies. Products Liability - claims made coverage. Policy UB8N278805 - Covered states: FL, IA, MO, NV, NJ, NH, NY, OR, TX, VA, WI

CERTIFICATE HOLDER Metropolitan Government of Nashville and Davidson County Attn: Purchasing Agent 100 Metropolitan Courthouse Nashville TN 37201 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Holder Identifier :

Certificate No : 570077325043



ORIGINAL

METROPOLITAN COUNTY COUNCIL

Resolution No. RS2019-28

2019 SEP 24 PM 12:09
FILED METROPOLITAN CLERK

A resolution approving a contract between the Metropolitan Government of Nashville and Davidson County and ZOLL Medical Corporation to provide cardiac monitors, automated external defibrillators, accessories, and the performance of preventative maintenance and repairs for the Nashville Fire Department.

Introduced OCT 01 2019

Amended _____

Adopted OCT 01 2019

Approved OCT 02 2019

By *Anna Cooper*
Metropolitan Mayor

Metre Council Office

SEP 18 2019
Time: 1:50 By: AK


Certificate Of Completion

Envelope Id: 1EED8677930748C7A2DD73A1C1E270B5	Status: Sent
Subject: Metro Contract 449466 Amendment 1 with Zoll Medical Corporation (Fire)	
Source Envelope:	
Document Pages: 141	Signatures: 9
Certificate Pages: 18	Initials: 4
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Procurement Resource Group
Time Zone: (UTC-06:00) Central Time (US & Canada)	730 2nd Ave. South 1st Floor
	Nashville, TN 37219
	prg@nashville.gov
	IP Address: 170.190.198.185


Record Tracking

Status: Original	Holder: Procurement Resource Group	Location: DocuSign
6/1/2022 11:21:38 AM	prg@nashville.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Metropolitan Government of Nashville and Davidson County	Location: DocuSign


Signer Events

Signer Events	Signature	Timestamp
Terri L. Ray		Sent: 6/1/2022 11:41:51 AM
Terri.Ray@nashville.gov		Viewed: 6/1/2022 11:43:21 AM
Senior Procurement Officer		Signed: 6/1/2022 11:43:48 AM
Metropolitan Government of Nashville and Davidson County		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Signed by link sent to Terri.Ray@nashville.gov	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Leigh Anne Burtchaell		Sent: 6/1/2022 11:43:55 AM
LeighAnne.Burtchaell@nashville.gov		Viewed: 6/1/2022 1:19:10 PM
Security Level: Email, Account Authentication (None)		Signed: 6/1/2022 1:19:47 PM
	Signature Adoption: Pre-selected Style	
	Signed by link sent to LeighAnne.Burtchaell@nashville.gov	
	Using IP Address: 170.190.198.190	

Electronic Record and Signature Disclosure:
Accepted: 6/1/2022 1:19:10 PM
ID: 161a051e-c7d8-496f-970f-7e39b9223b7f

Dustin Owens		Sent: 6/1/2022 1:19:56 PM
rachel.jones@nashville.gov		Viewed: 6/2/2022 8:34:33 AM
Security Level: Email, Account Authentication (None)		Signed: 6/2/2022 10:35:15 AM
	Signature Adoption: Pre-selected Style	
	Signed by link sent to rachel.jones@nashville.gov	
	Using IP Address: 170.190.198.185	

Electronic Record and Signature Disclosure:
Accepted: 6/2/2022 10:29:12 AM
ID: bf976bb4-60b9-4139-b72d-04a0d3c6bb4a

Signer Events	Signature	Timestamp
<p>Kurt Sandstrom ksandstrom@zoll.com Group VP, North American EMS Sales ZOLL Medical Corporation Security Level: Email, Account Authentication (None)</p>	<p><i>Kurt Sandstrom</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to ksandstrom@zoll.com Using IP Address: 67.218.11.44</p>	<p>Sent: 6/2/2022 10:35:20 AM Viewed: 6/2/2022 11:46:29 AM Signed: 6/2/2022 11:52:03 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 6/2/2022 11:46:29 AM ID: 7059e220-e2be-43bb-8cbe-e69c5c08a43b</p>		
<p>Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)</p>	<p><i>Michelle A. Hernandez Lane</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to michelle.lane@nashville.gov Using IP Address: 170.190.198.185</p>	<p>Sent: 6/2/2022 11:52:08 AM Viewed: 6/8/2022 7:20:22 PM Signed: 6/8/2022 7:20:42 PM</p>
<p>Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>		
<p>William Swann william.swann@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p>William Swann</p> <p>Signature Adoption: Pre-selected Style Signed by link sent to william.swann@nashville.gov Using IP Address: 166.137.19.38 Signed using mobile</p>	<p>Sent: 6/8/2022 7:20:52 PM Viewed: 6/8/2022 10:19:58 PM Signed: 6/8/2022 10:20:10 PM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 6/8/2022 10:19:58 PM ID: 33935aca-314c-40b4-9f76-745232a8f838</p>		
<p>Kelly FlanneryTJE Tom.Eddlemon@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)</p>	<p><i>Kelly FlanneryTJE</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to Tom.Eddlemon@nashville.gov Using IP Address: 67.177.190.102 Signed using mobile</p>	<p>Sent: 6/8/2022 10:20:17 PM Viewed: 6/9/2022 7:58:33 AM Signed: 6/9/2022 7:59:45 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 6/9/2022 7:58:33 AM ID: 6dab2f2d-b48b-4079-bcae-cdd1d1c314f9</p>		
<p>Kelly Flannery kelly.flannery@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>Kelly Flannery</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to kelly.flannery@nashville.gov Using IP Address: 170.190.198.100</p>	<p>Sent: 6/9/2022 7:59:55 AM Viewed: 6/9/2022 8:12:52 AM Signed: 6/10/2022 8:31:15 AM</p>
<p>Electronic Record and Signature Disclosure: Accepted: 6/9/2022 8:12:52 AM ID: 7076922c-0ec5-4176-ae04-943478b4e053</p>		

Signer Events	Signature	Timestamp
<p>Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)</p>	<p><i>BC</i></p> <p>Signature Adoption: Pre-selected Style Signed by link sent to balogun.cobb@nashville.gov Using IP Address: 170.190.198.144</p>	<p>Sent: 6/10/2022 8:31:24 AM Viewed: 6/13/2022 8:58:08 AM Signed: 6/13/2022 8:58:17 AM</p>

Electronic Record and Signature Disclosure:
Accepted: 6/13/2022 8:58:08 AM
ID: af37174c-ac62-41ba-8cc9-cdaf1b4633f2

Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication (None)

Macy Amos

Signature Adoption: Pre-selected Style
Signed by link sent to macy.amos@nashville.gov
Using IP Address: 170.190.198.144

Sent: 6/13/2022 8:58:23 AM
Viewed: 6/13/2022 10:07:36 AM
Signed: 6/13/2022 10:07:58 AM

Electronic Record and Signature Disclosure:
Accepted: 6/13/2022 10:07:36 AM
ID: c235ab9c-38c0-473d-8c0f-21a4b20e291f

Procurement Resource Group
prg@nashville.gov
Metropolitan Government of Nashville and Davidson County
Security Level: Email, Account Authentication (None)

Sent: 6/13/2022 10:08:07 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

John Stewart
john.stewart@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/1/2022 11:43:54 AM

Electronic Record and Signature Disclosure:
Accepted: 6/8/2022 2:58:25 PM
ID: 74fdbfea-9502-41e8-944a-ad9988bd2200

Sally Palmer
sally.palmer@nashville.gov
Security Level: Email, Account Authentication (None)

COPIED

Sent: 6/13/2022 10:08:04 AM

Electronic Record and Signature Disclosure:
Accepted: 6/13/2022 9:02:42 AM
ID: f3ea733e-450f-4ce4-aea7-de609d803e59

Carbon Copy Events**Status****Timestamp**

Macy Amos
macy.amos@nashville.gov
Security Level: Email, Account Authentication
(None)

COPIED

Sent: 6/13/2022 10:08:06 AM

Electronic Record and Signature Disclosure:
Accepted: 6/13/2022 10:07:36 AM
ID: c235ab9c-38c0-473d-8c0f-21a4b20e291f

Austin Kyle
publicrecords@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 6/13/2022 8:05:27 AM
ID: f035debf-e10a-46bd-953e-1e1b5a681f1d

Christopher Wood
Christopher.Wood@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Robert McAlister
Robby.McAlister@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Amber Gardner
Amber.Gardner@nashville.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Accepted: 12/29/2021 9:46:41 AM
ID: b64cc054-f106-4570-a33d-2a6a0d637898

Lynn Isaacs
lisaacs@zoll.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jocelyn Page
jpage@zoll.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Audra Tella
atella@zoll.com
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Nancy Branco
nbranco@zoll.com
Security Level: Email, Account Authentication
(None)

Carbon Copy Events	Status	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Jessica Angulo

jessica.angulo@nashville.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/1/2022 11:41:51 AM
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Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
