

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,

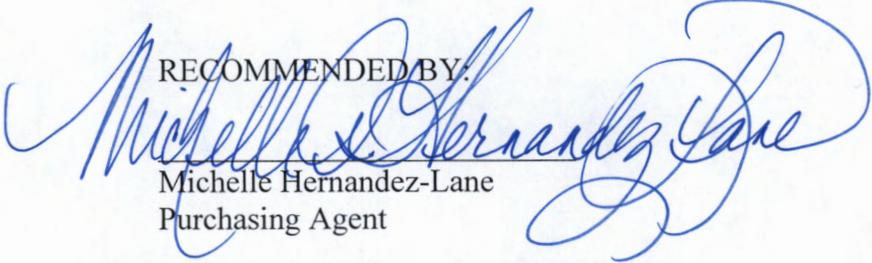
WHEREAS, approval of the Contract will benefit the citizens of Davidson County.

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.

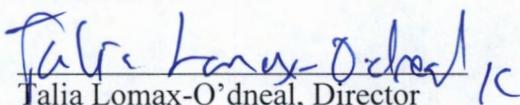
Section 2: That this Resolution shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it.

RECOMMENDED BY:


Michelle Hernandez-Lane
Purchasing Agent

INTRODUCED BY:

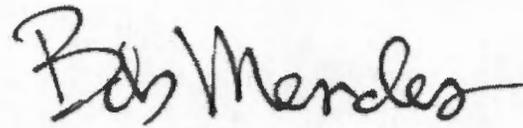
APPROVED AS TO AVAILABILITY
OF FUNDS:


Talia Lomax-O'dneal, Director
Department of Finance

Member(s) of Council

Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

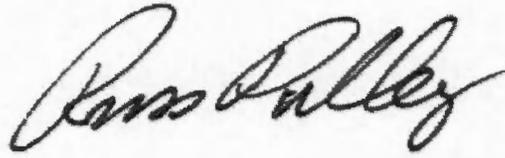
A handwritten signature in black ink that reads "Bob Mendes". The signature is written in a cursive style with a long horizontal stroke at the end.

Bob Mendes

Councilmember At-Large

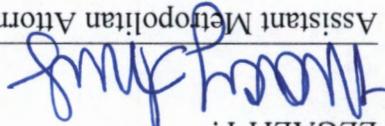
Electronic Signature Page

(Attach to Legislation Pursuant to Rule 8 of the Council Rules of Procedure)

A handwritten signature in black ink that reads "Russ Pulley". The signature is written in a cursive style with a large initial "R" and a long, sweeping underline.

Russ Pulley

Councilmember, District 25

APPROVED AS TO FORM AND
LEGALITY:

Assistant Metropolitan Attorney

Contract Information

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.

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

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

RAG

Dept. Fin.

ZOLL Medical Corporation

Company Name

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle D. Hernandez Lane

Purchasing Agent

KN

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

Director of Finance

Ut

OMB

GM

BA

APPROVED AS TO FORM AND LEGALITY:

Mary Lou Hines

Metropolitan Attorney

BC

Insurance

FILED BY THE METROPOLITAN CLERK:

Metropolitan Clerk

Date

Exhibit A - Pricing



Price List

ZOLL Medical Corporation

Prepared For: NASHVILLE FIRE TN

PRICE BOOK 2019 CW2227857

Autopulse

AutoPulse

Autopulse Platform

8700-0730-01	AutoPulse System with Pass Thru	AP	10,995.00	10,445.25	5
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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, EtCO2 and CPR Expansion Pack	XSERIES	34,725.00	25,349.25	27

Defibrillator

X Series

ALS - Advanced Life Support

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**

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
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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

Accessories

Batteries

Li-Ion - Lithium Ion

8700-0752-01	Autopulse Li-Ion Battery	AP	825.00	783.75	5
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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

Accessories

Cases and Pouches

Carrying Cases

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

NASHVILLE FIRE TN 2019

List Price Your Price Disc%

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 IN 2019

List Price Your Price Disc%

Accessories

Mounting Brackets

Mounting Brackets

Item #	Description	Part #	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

Item #	Description	Part #	List Price	Your Price	Disc%
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

Item #	Description	Part #	List Price	Your Price	Disc%
8000-0843-01	ZOLL Administrative SoftWarranty for AED Pro, CD-ROM	AED_PRO	27.00	18.36	32

Accessories

Software

SPO2 Cables and Sensors

Cables

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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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 bateries, 2 AA batteries, Operators Guide, and a (6) six month limited warranty	AED_PLUS	379.00	257.72	32

NASHVILLE FIRE IN 2019

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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

NASHVILLE FIRE TN 2019

List Price Your Price Disc%

Consumables**ETCO2 Cables and Sensors****ETCO2 - SideStream**

Item #	Description	Part #	List Price	Your Price	Disc%
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

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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NASHVILLE FIRE TN 2019

List Price Your Price Disc%**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](https://www.tn.gov/content/dam/tn/generalservices/documents/cpo/cpo-library/public-information-library/List%20of%20persons%20pursuant%20to%20Tenn.%20Code%20Ann.%2012-12-106%20Iran%20Divestment%20Act%20updated%207.7.17.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



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED ZOLL Medical Corporation	
POLICY NUMBER See Certificate Number: 570077325043			
CARRIER See Certificate Number: 570077325043	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 I/TR	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	07/01/2018	08/15/2019	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000

