

CONTRACT, LEASE, AGREEMENT CONTROL FORM

Date: 03/12/2020

Contract/Lease Control #: C20-2927-PS

Procurement#: RFP PS 20-20

Contract/Lease Type: AGREEMENT

Award To/Lessee: ZOLL MEDICAL CORPORATION

Owner/Lessor: OKALOOSA COUNTY

Effective Date: 03/03/2020

Expiration Date: 03/02/2023 W/2 1 YR RENEWALS

Description of LEASE OF 15 NEW CARDIAC
MONITORS/DEFIBRILLATORS

Department: PS

Department Monitor: MADDOX

Monitor's Telephone #: 850-651-7150

Monitor's FAX # or E-mail: PMADDOX@MYOKALOOSA.COM

Closed:

Cc: BCC RECORDS



CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Federal Insurance Company</td> <td>20281</td> </tr> <tr> <td>INSURER B: Mitsui Sumitomo Insurance USA Inc.</td> <td>22551</td> </tr> <tr> <td>INSURER C: Trans Pacific Ins Co</td> <td>41238</td> </tr> <tr> <td>INSURER D: Tokio Marine America Insurance Company</td> <td>10945</td> </tr> <tr> <td>INSURER E: Sompo America Fire & Marine Insurance Co</td> <td>38997</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Federal Insurance Company	20281	INSURER B: Mitsui Sumitomo Insurance USA Inc.	22551	INSURER C: Trans Pacific Ins Co	41238	INSURER D: Tokio Marine America Insurance Company	10945	INSURER E: Sompo America Fire & Marine Insurance Co	38997	INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Federal Insurance Company	20281														
INSURER B: Mitsui Sumitomo Insurance USA Inc.	22551														
INSURER C: Trans Pacific Ins Co	41238														
INSURER D: Tokio Marine America Insurance Company	10945														
INSURER E: Sompo America Fire & Marine Insurance Co	38997														
INSURER F:															
INSURED ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA															

COVERAGES **CERTIFICATE NUMBER: 570088158497** **REVISION NUMBER:**

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
With respect to Lease of Equipment dated Feb. 26, 2020, Okaloosa County is included as an Additional Insured under the provisions of the General Liability policy. General Liability evidenced herein is Primary Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. waiver of Subrogation applies under workers' compensation and General Liability.

CERTIFICATE HOLDER **CANCELLED**
Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview FL 32536 USA

CONTRACT#: C20-2927-PS
ZOLL MEDICAL CORPORATION
LEASE OF 15 NEW CARDIAC MONITORS/
DEFIBRILLATORS
EXPIRES: 03/02/2023 W/2 1 YR RENEWALS

SHOULD / EXPIRATION POLICY PR
AUTHORIZED REPRESENTATIVE
Aon Risk Services Northeast, Inc

Holder Identifier :

Certificate No : 570088158497



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/25/2020

C 20-2927-PS

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

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

PRODUCER Aon Risk Services Northeast, Inc. Stamford CT Office 1600 Summer Street Stamford CT 06907-4907 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED ZOLL Medical Corporation and Subsidiaries 269 Mill Road Chelmsford MA 01824-4105 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Mitsui Sumitomo Insurance USA Inc.		22551
	INSURER B: Tokio Marine America Insurance Company		10945
	INSURER C: Trans Pacific Ins Co		41238
	INSURER D: The Travelers Indemnity Co of America		25666
	INSURER E: Federal Insurance Company		20281
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570082502164** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		CLL640976003	07/01/2020	07/01/2021	EACH OCCURRENCE: \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence): \$1,000,000 MED EXP (Any one person): \$5,000 PERSONAL & ADV INJURY: \$1,000,000 GENERAL AGGREGATE: \$2,000,000 PRODUCTS - COMP/OP AGG: Excluded
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		CA6409761-03	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident): \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION		EXS5200217	07/01/2020	07/01/2021	EACH OCCURRENCE: \$25,000,000 AGGREGATE: \$25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N / A	UB5J319473	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT: \$1,000,000 E.L. DISEASE-EA EMPLOYEE: \$1,000,000 E.L. DISEASE-POLICY LIMIT: \$1,000,000
E	Products Liab		36019266 Retro Date 10/1/2004	07/15/2020	07/15/2021	Prod/Comp Ops/Agg: \$5,000,000 Prod/Comp Ops/Occ: \$5,000,000 Deductible: \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
with respect to Lease of Equipment dated Feb. 26, 2020, Okaloosa County is included as an Additional Insured under the provisions of the General Liability policy. General Liability evidenced herein is Primary Non-Contributory to other available to an Additional Insured, but only in accordance with the provisions of the General Liability policy.
workers' compensation and General Liability.

Okaloosa County BOCC

CERTIFICATE HOLDER

CANCELL

JUL 07 2020

Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview FL 32536 USA

received
Risk Management

SHOULD EXPIRATIC POLICY PROVISIONS. BE DELIVERED IN ACCORDANCE WITH THE

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

CONTRACT#: C20-2927-PS
ZOLL MEDICAL CORPORATION
LEASE OF 15 NEW CARDIAC MONITORS/
DEFIBRILLATORS
EXPIRES: 03/02/2023 W/2 1 YR RENEWALS

Holder Identifier :

Certificate No : 570082502164



**PROCUREMENT/CONTRACT/LEASE
INTERNAL COORDINATION SHEET**

Procurement/Contract/Lease Number: TBD Tracking Number: 3786-20
Procurement/Contractor/Lessee Name: Zoll Medical Grant Funded: YES ___ NO X
Purpose: Cardiac monitors
Date/Term: 3yrs w/ 2yrs renewals 1. GREATER THAN \$100,000
Department #: 4500 2. GREATER THAN \$50,000
Account #: 544640 3. \$50,000 OR LESS
Amount: 356,400.00 3yrs
Department: PS Dept. Monitor Name: Maddox

Purchasing Review
Procurement or Contract/Lease requirements are met:
DeRita Mason Date: 2-24-2020
Purchasing Manager or designee Jeff Hyde, DeRita Mason, Jessica Darr, Angela Etheridge

2CFR Compliance Review (if required)
Approved as written: no federal funds Grant Name: _____
_____ Date: _____
Grants Coordinator Danielle Garcia

Risk Management Review
Approved as written: see email attached Date: _____
_____ Edith Gibson or Karen Donaldson
Risk Manager or designee

County Attorney Review
Approved as written: see email attached Date: 2-26-2020
_____ Lynn Hoshihara, Kerry Parsons or Designee
County Attorney

Department Funding Review
Department funding confirmed: _____ Date: _____

DeRita Mason

From: Parsons, Kerry <KParsons@ngn-tally.com>
Sent: Wednesday, February 26, 2020 8:39 AM
To: DeRita Mason
Subject: RE: URGENT: Zoll lease.docx

This is approved for legal purposes.

Kerry A. Parsons, Esq.

1500 Mahan Dr. Ste. 200
Tallahassee, FL 32308
T. (850) 224-4070
Kparsons@ngn-tally.com

The information contained in this e-mail message is intended for the personal and confidential use of the recipient(s) named above. This message and its attachments may be an attorney-client communication and, as such, is privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or e-mail and delete the original message. Thank you!

-----Original Message-----

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Wednesday, February 26, 2020 8:39 AM
To: Parsons, Kerry <KParsons@ngn-tally.com>
Subject: RE: URGENT: Zoll lease.docx

Kerry,

Per our conversation yesterday, can you send me a legal approval for the referenced lease.
It is attached for a final review.

Thank you,

DeRita Mason

DeRita Mason
Contracts and Lease Coordinator
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, Florida 32536
(850) 689-5960
dmason@myokaloosa.com

DeRita Mason

From: Karen Donaldson
Sent: Monday, February 24, 2020 1:27 PM
To: DeRita Mason
Subject: RE: URGENT: Zoll Lease-My version

DeRita

This is approved by risk management for insurance purposes.

Thank you

Karen Donaldson

Karen Donaldson
Public Records and Contracts Specialist
Okaloosa County Risk Management
302 N Wilson Street, Suite 301
Crestview, Fl. 32536
850.683.6207
KDonaldson@myokaloosa.com



Please note: Due to Florida's very broad public records laws, most written communications to or from county employees regarding county business are public records, available to the public and media upon request. Therefore, this written e-mail communication, including your e-mail address, may be subject to public disclosure.

From: DeRita Mason <dmason@myokaloosa.com>
Sent: Monday, February 24, 2020 8:20 AM
To: Karen Donaldson <kdonaldson@myokaloosa.com>
Subject: URGENT: Zoll Lease-My version
Importance: High

Could you review the referenced this morning?
It was the one that had all those crazy changes.
I attempted to incorporate your changes and theirs in the lease.
We would like to get it on the next weeks board meeting.

DeRita Mason



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/27/2020

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

COVERAGES **CERTIFICATE NUMBER:** 570080677349 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLL640976002	07/01/2019	07/01/2020	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMPIOP AGG	Excluded
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA6409761-02	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			EXS5200217	07/01/2019	07/01/2020	EACH OCCURRENCE	\$25,000,000
							AGGREGATE	\$25,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N/A			UB5J319473	07/01/2019	07/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
E				UB8N278805	07/01/2019	07/01/2020	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000
F	Products Liab			36019266 Retro Date 10/1/2004	08/15/2019	07/15/2020	Prod/Comp Ops/Agg Prod/Comp Ops/Occ Deductible	\$5,000,000 \$5,000,000 \$200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

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CERTIFICATE HOLDER**CANCELLATION**

Okaloosa County
Purchasing Department
5479A Old Bethel Road
Crestview FL 32536 USA

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

AUTHORIZED REPRESENTATIVE

Aon Risk Services South Inc.

Holder Identifier :

570080677349

Certificate No :



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services South, Inc.		NAMED INSURED ZOLL Medical Corporation	
POLICY NUMBER See Certificate Numbe 570080677349			
CARRIER See Certificate Numbe 570080677349	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

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

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

ADDITIONAL POLICIES

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	EXCESS LIABILITY							
F				79882432 Ex Products Liab	08/15/2019	07/15/2020	Aggregate	\$5,000,000
							Each Occurrence	\$5,000,000



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Foreign Profit Corporation

ZOLL MEDICAL CORPORATION

Filing Information

Document Number F01000003096
FEI/EIN Number 04-2711626
Date Filed 06/11/2001
State MA
Status ACTIVE
Last Event REINSTATEMENT
Event Date Filed 10/28/2003

Principal Address

269 MILL ROAD
 CHELMSFORD, MA 01824

Changed: 04/10/2012

Mailing Address

269 MILL RD
 CHELMSFORD, MA 01824

Changed: 10/03/2011

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
 1201 HAYS STREET
 TALLAHASSEE, FL 32301-2525

Name Changed: 10/03/2011

Address Changed: 10/03/2011

Officer/Director Detail

Name & Address

Title CD

PACKER, RICHARD A
 269 MILL ROAD
 CHELMSFORD, MA 01824

Title President

Title President

WHITE, ELIJAH
269 MILL ROAD
CHELMSFORD, MA 01824

Title VT

BERGERON, JOHN P
269 MILL ROAD
CHELMSFORD, MA 01824

Title S

GROSSMAN, AARON
269 MILL ROAD
CHELMSFORD, MA 01824

Title Director

ARIMA, DAICHI
269 Mill Road
Chelmsford, MA 01824

Annual Reports

Report Year	Filed Date
2017	03/20/2017
2018	04/18/2018
2019	04/08/2019

Document Images

04/08/2019 -- ANNUAL REPORT	View image in PDF format
04/18/2018 -- ANNUAL REPORT	View image in PDF format
03/20/2017 -- ANNUAL REPORT	View image in PDF format
04/13/2016 -- ANNUAL REPORT	View image in PDF format
04/10/2015 -- ANNUAL REPORT	View image in PDF format
04/03/2014 -- ANNUAL REPORT	View image in PDF format
04/12/2013 -- ANNUAL REPORT	View image in PDF format
04/10/2012 -- ANNUAL REPORT	View image in PDF format
10/03/2011 -- Reg. Agent Change	View image in PDF format
04/14/2011 -- ANNUAL REPORT	View image in PDF format
04/19/2010 -- ANNUAL REPORT	View image in PDF format
04/09/2009 -- ANNUAL REPORT	View image in PDF format
02/04/2008 -- ANNUAL REPORT	View image in PDF format
01/17/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
04/02/2004 -- ANNUAL REPORT	View image in PDF format
10/28/2003 -- REINSTATEMENT	View image in PDF format
04/17/2002 -- ANNUAL REPORT	View image in PDF format



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

Log In

Login.gov FAQs

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 01/25/2020 from 8:00 AM to 3:00 PM

ALERT: The DFARS provision currently numbered 252.204-70ZZ will be updated to 252.204-7016 in SAM's next release. Additionally, the clause at paragraph (a) will be updated to reference 252.204-7018 instead of 252.204-YY.

Search Results

Current Search Terms: ZOLL MEDICAL CORPORATION*

Total records: 1

Save PDF Export Results Print

Result Page: 1

Sort by Relevance Order by Descending

Your search for ZOLL MEDICAL CORPORATION* returned the following results...

Entity	ZOLL MEDICAL CORPORATION	Status: Active
DUNS: 055363428	CAGE Code: 0UJ27	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 01/05/2021	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Save PDF Export Results Print

Result Page: 1



IBM-P-20190313-0127
WWWWS

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Board of County Commissioners Purchasing Department

State of Florida

Date: February 14, 2020

OKALOOSA COUNTY PURCHASING DEPARTMENT
NOTICE OF INTENT TO AWARD
RFP PS 20-20

Lease of fifteen (15) new cardiac monitor/defibrillators

Okaloosa County would like to thank all businesses which submitted responses to Lease of fifteen (15) new cardiac monitor/defibrillators. (RFP PS 20-20)

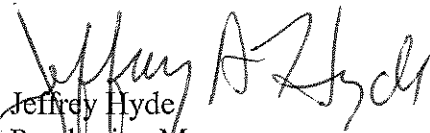
After in-depth examination of all responses in accordance with the County's Purchasing Manual, the County announces its intent to award the contract/purchase order to the following:

Zoll Medical Corporation
269 Mill Rd.
Chelmsford, Massachusetts 01824

This Notice of Intent does NOT constitute the formation of a contract/purchase order between Okaloosa County and the apparent successful bidder/respondent. The County reserves the right to enter into negotiations with the successful bidder/respondent in order to finalize contract terms and conditions. No agreement is entered into between the County and any parties until a contract is approved and fully executed.

Any person/entity desiring to file a procurement protest must meet all the standards and criteria in accordance with Section 30 of the Okaloosa County Purchasing Manual. Failure to file a protest within the time prescribed in Section 30.02 of the Okaloosa County Purchasing Manual, shall constitute a waiver of protest proceedings.

Respectfully,


Jeffrey Hyde
Purchasing Manager

**Lease Agreement between
Okaloosa County, Florida and
Zoll Medical Corporation**

This Lease agreement is executed and entered into this ^{3rd} day of ~~February~~ ^{March}, 2020, by and between, Okaloosa County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Lessee", whose principal address is 1250 N. Eglin Parkway, Suite 100, Shalimar, FL 32579, and Zoll Medical Corporation, a Foreign Profit Corporation, hereinafter referred to as "Lessor", certified to do business in the State of Florida, whose principal address is 269 Mill Rd., Chelmsford, MA 01824.

The Lessor and Lessee, for the consideration herein set forth, agree as follows:

The parties agree as follows:

1. Incorporation of Documents

The following documents are incorporated herein by reference into this Contract and are attached as:

1. Exhibit "A", Request for Proposals (RFP) & Respondents Acknowledgment, **RFP PS 20-01-20, Lease of Fifteen (15) new cardiac monitor/defibrillators** date of opening January 15, 2020 and any addendums thereto.
2. .
3. Exhibit "B" Fee Schedule

All terms within the above referenced documents are in full force and effect and shall be binding upon both parties.

2. Products/Scope of Work

ZOLL will provide CUSTOMER fifteen (15) X Series Defibrillator (PRODUCT) in accordance with the terms of this Agreement. The detailed description and commercial value of PRODUCT is as follows:

- Fifteen (15) X Series Defibrillator (part #601-2241011-01) and accessories in the amount of \$463,599.45 as outlined in ZOLL Quotation Number 329028 V:1.

3. Payments/Invoice Requirements

In accordance with this Agreement, CUSTOMER shall issue a valid lease purchase order to ZOLL for the lease of the PRODUCT, and ZOLL shall invoice CUSTOMER a **monthly rental fee of \$9,900.00, equaling a total monthly payment of \$9,900.00** plus applicable taxes, for the duration of this Agreement. Payment terms are Net 30 Days from the date of invoice.

4. Duration of Contract and Termination of the Contract

This Agreement shall be effective for a period of three (3) years from the Effective Date with extended payment up to two (2) additional one (1) year periods.

**Lease Agreement between
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The County may terminate the Contract with cause by providing thirty (30) days written notice to the Contractor. If terminated, Contractor shall be owed for services rendered and equipment provided up until the point of termination.

The County may terminate this Agreement in whole or part for cause, if the County determines that the performance of the Contractor is not satisfactory, the County shall notify the Contractor of the deficiency in writing with a requirement that the deficiency be corrected within ten (10) days of such notice. Such notice shall provide reasonable specificity to the Contractor of the deficiency that requires correction. If the deficiency is not corrected within such time period, the County may either (1) immediately terminate the Agreement, or (2) take whatever action is deemed appropriate to correct the deficiency. In the event the County chooses to take action and not terminate the Agreement, the Contractor shall, upon demand, promptly reimburse the County for any and all costs and expenses incurred by the County in correcting the deficiency.

If the County terminates the Agreement, the County shall notify the Contractor of such termination in writing, with instruction to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

The County reserves the right to unilaterally cancel this Agreement immediately for refusal by the Contractor or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

Upon receipt of a final termination or suspension notice under this Article, the Contractor shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following:

1. Necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; and
2. Furnish a statement of the activities and other undertakings the cost of which are otherwise includable as costs under this Agreement. The termination or suspension shall be carried out in conformity with the latest schedule of costs as approved by the County. The closing out of federal financial participation in the services provided shall not constitute a waiver of any claim which the County may otherwise have arising out of this Agreement.

5. Delivery and Ownership

The PRODUCT will be shipped to the "Ship To" address provided by CUSTOMER on the rental order. Ownership and title to the PRODUCT shall remain with ZOLL for the duration of this Agreement.

**Lease Agreement between
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6. Location of PRODUCT, Loss or Damage

CUSTOMER shall keep and use the PRODUCT only in Okaloosa County Ambulances. CUSTOMER agrees that the PRODUCT will not be removed from Okaloosa County unless ZOLL approves such relocation in writing. CUSTOMER shall be responsible for any loss, theft, damage, or destruction to the PRODUCT from any cause whatsoever, and agrees to maintain the PRODUCT in good working condition.

7. Consumables & Accessories

Consumables and accessories required for use of the PRODUCT are not included in this Agreement. CUSTOMER must purchase consumables and accessories directly from ZOLL under separate purchase orders.

8. Payment & Shipping Terms

Payment terms shall be Net thirty (30) days from the date of invoice. ZOLL will ship PRODUCT FOB Shipping Point with ZOLL paying for freight charges. Applicable taxes will be added to invoice.

9. Warranty

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

**Lease Agreement between
Okaloosa County, Florida and
Zoll Medical Corporation**

10. Limitations of Liability

In no event shall ZOLL be liable for indirect, special or consequential damages resulting from ZOLL's performance or failure to perform pursuant to this Agreement, or the furnishing, performance, or use by CUSTOMER of any PRODUCT or software rented hereto, whether due to a breach of contract, breach of warranty, the negligence of ZOLL, or otherwise.

11. Compliance with Laws

(a) ZOLL represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The CUSTOMER shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the PRODUCT furnished hereunder, and will obtain any permits, licenses, or approvals required for such installation and use.

12. Assignment

CUSTOMER may not sell, transfer, assign or sub-lease the PRODUCT or this Agreement. Neither party may assign its rights under this Agreement without written consent of the other party.

13. Failure to Enforce

The failure of either party to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, nor shall such failure affect the validity of this Agreement.

14. Severability

If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

15. Governing Law

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Okaloosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

**Lease Agreement between
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16. Public Records

Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT OKALOOSA COUNTY RISK MANAGEMENT DEPARTMENT 302 N. WILSON STREET CRESTVIEW, FL 32536 PHONE: (850) 689-5977 riskinfo@myokaloosa.com.

Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

1. Keep and maintain public records required by the County to perform the service.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119 Florida Statutes or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

16. Notice

All notices required by this Contract shall be in writing to the representatives listed below:

The authorized representatives of the County shall be:

Patrick Maddox, Director
90 College Blvd East.
Niceville, FL 32578
Phone: 850-651-7150
Email: pmaddox@myokaloosa.com

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The authorized representative for Zoll Medical Corporation, LLC shall be:

Kurt Sandstrom, Vice President of Sales
269 Mill Road
Chelmsford, MA 01824
Phone: 978-421-9655
Email: esales@zoll.com

Courtesy copy to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Phone: 850-689-5960
Fax: 850-689-5998
Email: dmason@myokaloosa.com

17. Audit

The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

18. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

19. Compliance with Nondiscrimination Requirements. During the performance of this agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "C".

b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

**Lease Agreement between
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c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

20. Conflict of Interest.

The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

**Lease Agreement between
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Zoll Medical Corporation**

21. Independent Contractor

Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

22. Third Party Beneficiaries

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Indemnification and Waiver of Liability

The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

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24. Taxes and Assessments

Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

25. Inconsistencies and Entire Agreement.

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

26. Entire Agreement

This Agreement and Exhibits B contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

27. Representation of Authority to Contractor/Signatory

The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

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28. Insurance

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and the certificate of insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida. Insuring company is required to have a minimum rating of A, Class X in the Best Key Rating Guide published by A.M. Best & Co. Inc.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable the County shall be shown as an Additional Insured with a waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day prior written notice to the Contractor.
6. In the event of a regulatory proceeding or claim, the County reserves the right at any time to require the Contractor to provide copies (**redacted if necessary**) of any insurance policies to document the insurance coverage specified in this Agreement.
7. Any subsidiaries used shall also be required to obtain and maintain the same insurance requirements as are being required herein of the Contractor.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the

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Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry Commercial General Liability insurance against all claims for Bodily Injury, Property Damage and Personal and Advertising Injury caused by the Contractor.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis, unless occurrence basis is not available. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in the Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

INSURANCE LIMITS OF LIABILITY

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The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

	<u>LIMIT</u>
1. Workers' Compensation	
1.) State	Statutory
2.) Employer's Liability	\$500,000 each accident
2. Business Automobile	\$1,000,000 each accident (A combined single limit)
3. Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4. Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from third party liabilities, tangible damages, losses, and costs including but not limited to reasonable attorney fees, to the extent directly caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract. Except for those directly caused by the County or otherwise arising out of or attributed directly or indirectly to the conduct, operations or performance of the County, provided that any such indemnify provided under the subsection shall be conditioned on the County performing and satisfying all of its duties and obligations.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.

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2. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
3. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10) days after the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.
4. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
5. All certificates shall be subject to Okaloosa County's approval of adequacy of protection.
6. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility.
7. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its employees under all the foregoing policies of insurance.

EXCESS/UMBRELLA INSURANCE

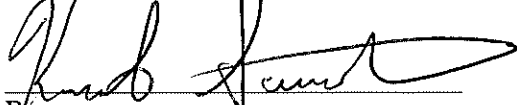
The Contractor shall have the right to meet the liability insurance requirements with the purchase of an EXCESS/UMBRELLA insurance policy. In all instances, the combination of primary and

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Zoll Medical Corporation**

EXCESS/UMBRELLA liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

ZOLL MEDICAL CORPORATION


By: _____

Kurt Sandstrom, Vice President Ems Sales
Printed Name/Title

**BOARD OF COUNTY COMMISSIONERS OF
OKALOOSA COUNTY, FLORIDA**


Robert A. "Trey" Goodwin, III, Chairman

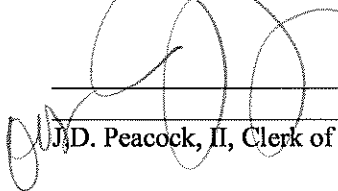
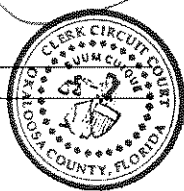


J.D. Peacock, II, Clerk of


EXHIBIT "A"

ZOLL®

**ZOLL Medical Corporation's Response
to Okaloosa County Board of County
Commissioners' Invitation to Bid: RFP PS
20-20**

Proposal Due: January 15, 2020 3:00p.m.



ZOLL MEDICAL CORPORATION

269 Mill Road, Chelmsford, MA | www.zoll.com | 800-804-4356



REQUEST FOR PROPOSALS ("RFP") & RESPONDENT'S

ACKNOWLEDGEMENT

RFP TITLE:
Lease of fifteen (15) new cardiac monitor/defibrillators

RFP NUMBER:
RFP PS 20-20

ISSUE DATE:	December 16, 2019	8:00 A.M. CST
LAST DAY FOR QUESTIONS:	December 30, 2019	10:00 A.M. CST
RFP OPENING DATE & TIME:	January 15, 2020	3:00 P.M. CST

NOTE: PROPOSALS RECEIVED AFTER THE PROPOSAL OPENING DATE & TIME WILL NOT BE CONSIDERED.

Okaloosa County, Florida solicits interested parties to submit a proposal on the above referenced lease of fifteen (15) new cardiac monitor/defibrillators proposal. All terms, specifications and conditions set forth in this RFP must be incorporated into your response. A proposal will not be accepted unless all conditions have been met. All proposals must have an authorized signature in the space provided below. All envelopes containing sealed proposals must reference the "RFP Title," "RFP Number," and the "RFP Due Date & Time." Okaloosa County is not responsible for lost or late delivery of proposals by the U.S. Postal Service or other delivery services used by the Respondent. Neither faxed nor electronically submitted proposals will be accepted. Proposals may not be withdrawn for a period of ninety (90) days after the proposal opening unless otherwise specified.

RESPONDENT ACKNOWLEDGEMENT FORM BELOW MUST BE COMPLETED, SIGNED, AND RETURNED AS PART OF YOUR PROPOSAL. PROPOSALS WILL NOT BE ACCEPTED WITHOUT THIS FORM, SIGNED BY AN AUTHORIZED AGENT OF THE RESPONDENT.

COMPANY NAME ZOLL Medical Corporation

MAILING ADDRESS 269 Mill Road

CITY, STATE, ZIP Chelmsford, Massachusetts, 01824

FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN): 04-2711626

TELEPHONE NUMBER: (978) 421-9655 EXT: _____ FAX: (978) 421-0025

EMAIL: esales@zoll.com

I CERTIFY THAT THIS PROPOSAL IS MADE WITHOUT PRIOR UNDERSTANDING, AGREEMENT, OR CONNECTION WITH ANY OTHER RESPONDENT SUBMITTING A PROPOSAL FOR THE SAME MATERIALS, SUPPLIES, EQUIPMENT OR SERVICES, AND IS IN ALL RESPECTS FAIR AND WITHOUT COLLUSION OR FRAUD. I AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS PROPOSAL AND CERTIFY THAT I AM AUTHORIZED TO SIGN THIS PROPOSAL FOR THE RESPONDENT.

AUTHORIZED SIGNATURE: *Kurt Sandstrom* Kurt Sandstrom OR _____
TYPED

PRINTED NAME

TITLE: EMS Group, Vice President of Sales DATE January 13, 2020

NOTICE TO RESPONDENTS
RFP PS 20-20

Notice is hereby given that the Board of County Commissioners of Okaloosa County, FL, will accept sealed proposals until 3:00 p.m. (CST) January 15, 2020, for lease of fifteen (15) new cardiac monitor/defibrillators.

Interested Respondents desiring consideration shall provide one (1) original and one (1) thumb drive of their Request for Proposals (RFP) response with the Respondent's proposal. Submissions shall be portrait orientation, unbound, and 8 ½" x 11" where practical. Font shall be 12 point and Respondents are limited to forty (40) pages, excluding the required forms.

All originals must have original signatures in blue ink.

Proposal documents are available for download by accessing the Okaloosa County website at <http://www.co.okaloosa.fl.us/purchasing/home> then accessing the link "View Current Solicitations" or by accessing the Florida Purchasing Group website at <https://www.bidnetdirect.com/florida>

Submittals must be delivered to the Okaloosa County Purchasing Department at the address listed below no later than 3:00 p.m. (CST) January 15, 2020 in order to be considered. All proposals received after the stated time and date will be returned unopened and will not be considered. All submittals must be in sealed envelopes reflecting on the outside thereof "Lease of fifteen (15) new cardiac monitor/defibrillators". Failure to clearly mark the outside of the envelope as set forth herein shall result in the submittal not being considered.

The County reserves the right to award to the firm submitting a responsive proposal with a resulting negotiated agreement that is most advantageous and in the best interest of Okaloosa County, and to waive any irregularity or technicality in proposals received. Okaloosa County shall be the sole judge of the resulting negotiated agreement that is in its best interest and its decision will be final.

NOTE: Crestview, FL is not a next day guaranteed delivery location by most delivery services. Respondents using mail or delivery service assume all risk of late or non-delivery.

All submittals should be addressed as follows:
Lease of fifteen (15) new cardiac monitor/defibrillators
RFP PS 20-20
Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536

Jeffrey Hyde
Purchasing Manager

Date

OKALOOSA COUNTY
BOARD OF COUNTY COMMISSIONERS

Charles K. Windes, Jr.
Chairman

REQUEST FOR PROPOSAL RFP PS 20-20
LEASE OF FIFTEEN (15) NEW CARDIAC MONITOR/DEFIBRILLATORS

I. BACKGROUND:

Okaloosa County Emergency Medical Services (OCEMS) is accepting Requests for Proposals for the lease of fifteen (15) new cardiac monitor/defibrillators and lease service agreement based on the following specifications.

II. SCOPE OF WORK:

Unless otherwise specified, all units proposed shall be new, current manufacturer model year in undamaged condition, delivered no later than **March 1, 2020** to the Okaloosa County Emergency Medical Services Logistics Office at 714 Essex Rd, Fort Walton Beach, FL 32547 and shall meet the following minimum specifications:

A complete set of specifications of the units including; descriptive literature, date of delivery and warranty information (including copies of the actual warranties and disclaimer to be issued) shall be included with the bid documents. All deviations or variances from the above specifications shall be expressly identified and explained. Any exception, clarification, or variation from these specifications shall be clearly indicated. Any exception, clarification, or variation must be described in writing with enough detail to enable OCEMS to make an accurate evaluation of the impact to the new units. If no exception, clarification, or variation is noted, it shall be understood that the delivered units shall be in strict compliance with our specifications. OCEMS shall be the sole judge of quality and our decision shall be final. Failure to provide this information may result in a proposal not being considered.

III. SCOPE, PURPOSE AND CLASSIFICATION

1. Scope

This specification covers fifteen (15) NEW commercially produced, portable Cardiac Monitor/Defibrillators with twelve (12) lead Electrocardiogram (E.C.G.) capability, suitable for field use, to replace the current Cardiac Monitors/Defibrillators used by OCEMS.

2. Purpose

The purpose of this document is to provide the contractor with minimum specifications and parameters that will meet the criteria to supply the units requested by this agency. Instruments shall be Cardiac Monitor/Defibrillators, with twelve (12) lead Electrocardiogram (E.C.G.) analysis, recording, and transmission capability suitable for field use by EMS personnel in an ambulance setting. Responders will use the cardiac Monitor/Defibrillator on patients in a variety of settings including ambulances, residences, work locations and motor vehicle accidents. The instruments furnished will be expected to reliably perform any and all capabilities requested by OCEMS, including the successful transmission of (12) leads taking into consideration the "rural" setting that comprises a large portion of the service area of Okaloosa County.

3. Classification

These specifications call for the following type product:
Portable Biphasic, Multi-Parameter Cardiac Monitor/Defibrillator

IV. REQUIREMENTS

1. General

Cardiac Monitor/Defibrillators shall adhere to the attached specifications and meet all current applicable and relevant guidelines and standards established by: American Heart Association (A.H.A.), American National Standards Institute (A.N.S.I.), American Society for Testing and Materials (A.S.T.M.), Association for the Advancement of Medical Instrumentation (A.A.M.I.), E.C.R.I. Institute, National Fire Protection Association (N.F.P.A.) and Food and Drug Administration (F.D.A.).

The specifications are written around specific needs of this agency with the intent to standardize certain components. Numerous places specific brands of components named to establish a certain standard of quality. Other brands will only be accepted providing the contractor provides documentation in the proposal that the particular brand offered meets or exceeds the quality of the actual brand called for in the specification.

2. Materials

The Cardiac Monitor/Defibrillators to be delivered under this contract shall be standard commercial product, which meet or exceed the requirements of this specification. The Cardiac Monitors/Defibrillators shall comply with all Federal regulations applicable or specified for the year of manufacture and delivery date. Materials used in the construction shall be new and not less than the quality conforming to current engineering and manufacturing practices. Materials shall be free of defects and suitable for service intended.

3. Service/Repair

An annual maintenance/service contract will be included. Contractor shall have service facilities to service the units and/or provide warranty work within a reasonable timeframe to ensure OCEMS operations. In addition, annual calibration and annual maintenance shall be included. The location of these facilities and service times will be clearly identified within the proposal. Additionally, the contractor should also specify the availability of loaner units as needed.

4. References

As further evidence of the contractor's ability to fulfill its obligations, the contractor shall submit a list of at least five customers with similar type units. The references shall also include name of service, address, contact, and phone number.

5. Exceptions to Specifications

Any exceptions and/or deviations to these specifications must be clearly identified, otherwise, it will be considered that items offered are in strict compliance with these specifications and the successful contractor will be held responsible for delivering units meeting these specifications. Any exception and/or deviations must be referenced by item number and explained in detail in the provided area.

V. PRICE, WARRANTY AND PAYMENT

1. Price

All bid prices shall be **COMPLETE** and include **ALL** costs associated with setup, warranty, training and delivery of the completed units. All equipment necessary for implementation of the designed use including modems, gateways and etc., for transmission are to be included in the proposal price.

The contractor shall supply a hard copy of all operation and maintenance manuals in addition to any electronic medium (DVD/CD's) for each Monitor/Defibrillator. Manuals shall include, but not

be limited to, maintenance and operation for all major components. Installation and users manuals for all additional components shall also be included.

All proposal price and conditions must be specified on the Request for Proposal Form. Proposal prices shall be valid for at least 90 days from the date of RFP opening, or as otherwise specified on the Request for Proposal Form. Payment according to contract terms will be made when unit is received, inspected and found to comply with procurement specifications, free of damage and properly invoiced. Payment shall be made in accordance with these specifications and the proposal submitted by the contractor. Payment will be made upon acceptance of the units specified under these specifications.

Pricing shall be based on the information and specifications given, proposals shall include ANNUAL pricing for a three (3) year lease of fifteen (15) units as indicated below. Respondents should also provide a purchase price for the equipment. This information shall be indicated on the PROPOSAL SHEET as provided.

2. Warranty

The Monitor/Defibrillators shall have a warranty for a period of not less than two (2) years from the date of acceptance, except for those components which may carry longer warranties. Under this warranty, the Contractor agrees to cover parts and labor to replace any part failure and repair all problems with the unit that fail due to normal use and wear and tear. This includes peripherals. Extended warranty options (and price packages) should be detailed in the Contractor/ proposal at the end of the questionnaire. The Contractor shall provide a "Single Point of Contact" to handle any and all warranty issues. Contractor shall state the availability of a service loaner machine, on a one-for-one basis for any warranty repairs. Contractors shall state the turnaround time for factory service in days. The contractor shall defend any and all suits and assume all liability, holding Okaloosa County harmless, for the use of any patented device or article forming part of the Cardiac Monitor/Defibrillator with twelve (12) Lead Electrocardiogram (E.C.G.) or any unit furnished under the contract.

3. Delivery/Penalty

The delivery schedules submitted by the contractor and agreed upon by OCEMS shall automatically become binding upon the successful contractor. Contractor shall provide in writing to accompany this document a proposed delivery time. The delivery time proposal will include the transit time of the finished units. Liquidated damages of One hundred dollars (\$100.00) per day shall be assessed against contractor for each day past the stated delivery date that units are failed to be delivered.

V. CARDIAC MONITOR/DEFIBRILLATOR SPECIFICATIONS

1. AED Mode

- a. The device shall function with automated ECG analysis and a prompted protocol for patients in cardiac arrest.
- b. AED mode is allowed only with a hands-free electrode system.
- c. The device is capable of adjusting the AED protocol by providing the ability to adjust settings for energy protocol, Auto Analyze timing, Motion Detection, Pulse Check, CPR time after a shock, CPR time after No Shock Advised, Initial CPR, Preshock CPR, Metronome parameters, and stacked shocks to meet current American Heart Association (AHA) and local protocols.
- d. The device allows switching from AED mode to Manual mode based on local

protocol.

Does Your Proposal Comply Exactly with These Specifications: __Yes__No
All Deviations Shall be Noted at the End of the Specification Section

2. Manual Mode

- a. The device shall provide manual defibrillation, synchronized cardioversion, noninvasive pacing, electrocardiography (ECG) and vital sign monitoring.
- b. The device has the ability to operate in manual mode using adult and pediatric hands-free pacing/defibrillation/ECG electrodes.

Does Your Proposal Comply Exactly with These Specifications: __Yes__No
All Deviations Shall be Noted at the End of the Specification Section

3. Defibrillator

- a. Voltage compensation to address varying patient impedance.
- b. Variable duration based on patient impedance.
- c. Escalating energy levels up to 200J and 360J to maximize clinical options and treat the widest range of patients.

Does Your Proposal Comply Exactly with These Specifications: __Yes__No
Deviations Shall be Noted at the End of the Specification Section

4. 12-lead ECG

- a. The device is capable of 12-lead ECG acquisition, interpretation, and transmission.
- b. The 12-Lead ECG algorithm shall be FDA approved and can distinguish between adult and pediatric patients using different algorithms established by user-input age.
- c. The 12 -Lead ECG algorithm distinguishes between male and female patients using different algorithms established by user-input gender.

Does Your Proposal Comply Exactly with These Specifications: __Yes__No
All Deviations Shall be Noted at the End of the Specification Section

5. Display

- a. Color display with secondary viewing option for clear viewing in bright sunlight.
- b. The display can be set up to monitor multiple waveforms simultaneously.
- c. Waveforms and values are automatically color synchronized to real-time display of patient data to facilitate assessment at a glance.
- d. Historical trended values can be displayed on-screen or on printed trending

Does Your Proposal Comply Exactly with These Specifications: __Yes__No
All Deviations Shall be Noted at the End of the Specification Section

6. Communications

- a. The device is capable of transferring data records via a direct connection to a PC, Bluetooth, or WIFI.
- b. The device shall transmit 12-Lead ECG reports to local receiving hospitals via wireless

- technology.
- c. The device and communication system supports the following 12-Lead ECG features:
 - Alert at the receiving end that a 12-Lead ECG has arrived.
 - Transmission to multiple locations.
 - Auto forwarding of 12-Lead ECG report.
 - Sharing of electronic 12-Lead report via email.
 - Acknowledgement of successful transmission at the device.
 - d. Software and/or hardware, gateways and/or modems necessary to reliably transmit 12 leads wirelessly from the ambulance shall be included.

Does Your Proposal Comply Exactly with These Specifications: ___Yes___No
Deviations Shall be Noted at the End of the Specification Section

7. Alarms

- a. The device incorporates a Quick Set feature which activates default values for parameter and patient alarms. Alarms are established relative to baseline rate and specific to each vital sign.
- b. The user may select a wide or narrow tolerance of alarms around baseline.
- c. The user may select a range of silence periods for the alarms.
- d. The silence function applies only to the specific alarm that has been violated; new alarms will include an audible tone and are silenced separately.
- e. Audible tone is always provided for *VF/VT* alarm.
- f. The device incorporates a *VF/VT* alarm which activates continuous patient surveillance of potentially shockable ECG rhythms during manual mode operation with therapy electrodes and through standard ECG electrodes.

Does Your Proposal Comply Exactly with These Specifications: ___Yes___No
All Deviations Shall be Noted at the End of the Specification Section

8. Trending

- a. The device offers on-screen trending with choice of HR, PR (SPO₂), PR (NIBP), SPO₂ (%), SPCO, SPMet, SPO (%), CO₂ (ETCO₂/FiCO₂), RR (CO₂), NIBP, or ST.
- b. Trending is activated automatically for each vital sign used and no additional user intervention is required other than opting to view the trended data on-screen.
- c. A printed trend summary is available either on-demand or at the conclusion of the event summary.

Does Your Proposal Comply Exactly with These Specifications: ___Yes___No
All Deviations Shall be Noted at the End of the Specification Section

9. Printer

- a. The device is capable of printing a continuous strip of the displayed patient information.
- b. The device allows the operator to set up automatic printing of waveform events as they occur, in any combination.

Does Your Proposal Comply Exactly with These Specifications: ___Yes___No
All Deviations Shall be Noted at the End of the Specification Section

10. Data Management

- a. The device captures and stores patient data, events (including waveforms and annotations), continuous ECG waveform, and diagnostic 12-Lead ECG reports in internal memory.
- b. The device allows the operator to enter the following patient information: Last Name, First Name, Incident ID, Patient ID, Age, and Sex.
- c. The device allows stored reports to be retrieved for transmission to a remote location. The device provides a means to manage archived patient records. Access to these records in the device has optional password protection. Options to manage archived records shall include:
 - Transmit archived patient records
 - Print archived patient records
 - Delete archived patient records
 - Add demographic data to archived patient records
- d. The device allows the operator to store the following report options:
 - Short, medium, or long code summary.
 - Initial ECG.
 - Auto vital sign measurements every five minutes and whenever alarm limits are exceeded.
 - 3-channel or 4-channel format 12-Lead ECG report.
 - Continuous waveform.
 - Trend summary (includes patient information, vital signs data and vital signs graphs).

Does Your Proposal Comply Exactly with These Specifications: ___Yes ___No
All Deviations Shall be Noted at the End of the Specification Section

11. Power

- a. All proposals shall include two battery conditioners.
- b. All proposals shall include the amount of Lithium-ion batteries to power each device plus fifteen (15) spares.
- c. All proposals shall include internal composite charging system in the monitor.
- d. All proposals shall include a 110 volt power cord per device as a back-up power source.

Does Your Proposal Comply Exactly with These Specifications: ___Yes ___No
All Deviations Shall be Noted at the End of the Specification Section

12. Maintenance

- a. The device has the ability to perform internal self-tests to check that internal electrical components and circuitry work properly.
- b. The defibrillator stores the results of all user-initiated self-tests in a test log or has a way to document it.
- c. When the defibrillator is on and a problem is detected that requires immediate service, the device has a way to notify the user of that problem.
- d. The device is capable of an automatic or manual user test that includes charging

- and discharging the defibrillator, and printing a report.
- e. The device has provision to transfer the test log report to a PC by a cable or by wireless means.
- f. The device has provisions to upgrade for future AHA specifications.
- g. The device shall allow the operator to execute device diagnostic tests and calibrations without the need for physically opening the case.

Does Your Proposal Comply Exactly with These Specifications: Yes No
All Deviations Shall be Noted at the End of the Specification Section

13. Configuration Settings

- a. To prevent unauthorized access to the setup and service menus, the device requires a security passcode to be entered.
- b. Device is designed to help the operator meet HIPAA (Health Insurance Portability and Accountability Act of 1996) requirements.

Does Your Proposal Comply Exactly with These Specifications: Yes No
All Deviations Shall be Noted at the End of the Specification Section

VI. Supplement Requirements:

1. Service Agreement

- 2. All responses shall include a warranty for each device for a period of not less than two (2) year from the date of acceptance, except for those components which may carry longer warranties. Under this warranty, the Contractor agrees to cover parts and labor to replace any part failure and repair all problems with the unit that fail due to normal use and wear and tear.
- 3. All responses shall include the cost of a contract for maintenance and repairs of leased units not covered under warranty (Maintenance Contract).
- 4. All proposals shall provide a "Single Point of Contact" to handle any and all Warranty issues. Contractor shall state the availability of a service loaner machine, on a one-for-one basis for any warranty repairs. Contractors shall state the turnaround time for factory service in days and proposals shall include the procedure for when a device needs to be sent back to an authorized repair center for repair.

Does Your Proposal Comply Exactly with These Specifications: Yes No
All Deviations Shall be Noted at the End of the Specification Section

2. Purchase/Financing Options

- a. Any lease, lease-purchase options and/or special pricing/financing options shall be included for consideration and evaluation of cash purchase.

Does Your Proposal Comply Exactly with These Specifications: __Yes__No
All Deviations Shall be Noted at the End of the Specification Section

3. Training

- a. Training for Administration, one session up to 8 hours in length.
- b. Training for the employees, four separate sessions up to 8 hours in length.
- c. In service videos, one per monitor, shall be provided on a DVD format.

Does Your Proposal Comply Exactly with These Specifications: __Yes__No
All Deviations Shall be Noted at the End of the Specification Section.

4. Options/Accessories

- a. The device shall incorporate Noninvasive Blood Pressure (NIBP) capabilities. Each device shall be equipped with X-large, Regular, Pediatric, and Infant size NIBP Cuffs.
- b. The device shall incorporate SPO2, SPCO, and SPMet technology and compatible sensors. Each device shall be equipped with and have a backup sensor.
- c. The device shall incorporate ETCO2 / Capnography monitoring capabilities.
- d. Each device shall be equipped with Accessory bags with top, side and or rear pouches.
- e. All proposals shall include an ambulance mount. This mount will securely restrain the monitor/defibrillator in the event of a collision, or sudden stop. Price of mount shall be stated separately.

VII. SELETION CRITERIA:

The following selection criteria will be used to evaluate responses to this RFP:

- | | |
|--|-----------|
| 1. Lease Cost: | 30 points |
| 2. Maintenance and Service: | 25 points |
| 3. Compliance with Proposals Specifications: | 25 points |
| 4. Firm's Qualifications: | 10 points |
| 5. References: | 10 points |

VIII. TERM OF CONTRACT

The term of the contract will begin when all parties have signed and run for three (3) years with the option of two (2) one (1) year renewals.

IX. TIME SCHEDULE (ALL TIMES ARE TENTATIVE)

ACTIVITY	DATE (subject to change)
Issue RFP for 30 days	16 December 2019
Questions from potential proposers due	30 December 2019
Issue Addendum (if necessary)	03 January 2020
Proposal Response Due	15 January 2020
Review Committee Meeting	11 February 2020
Intent to Award	14 February 2020
Board Approval by*if needed	02 March 2020

GENERAL SERVICES INSURANCE REQUIREMENTS
REVISED: 08/01/2018

CONTRACTORS INSURANCE

1. The Contractor shall not commence any work in connection with this Agreement until he has obtained all required insurance and such insurance has been approved by the Okaloosa County Risk Manager or designee.
2. All insurance policies shall be with insurers authorized to do business in the State of Florida.
3. All insurance shall include the interest of all entities named and their respective officials, employees & volunteers of each and all other interests as may be reasonably required by Okaloosa County. The coverage afforded the Additional Insured under this policy shall be primary insurance. If the Additional Insured have other insurance that is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
4. Where applicable, the County shall be shown as an Additional Insured with a Waiver of Subrogation on the Certificate of Insurance.
5. The County shall retain the right to reject all insurance policies that do not meet the requirement of this Agreement. Further, the County reserves the right to change these insurance requirements with 60-day notice to the Contractor.
6. The County reserves the right at any time to require the Contractor to provide copies (redacted if necessary) of any insurance policies to document the insurance coverage specified in this Agreement.
7. The designation of Contractor shall include any associated or subsidiary company which is involved and is a part of the contract and such, if any associated or subsidiary company involved in the project must be named in the Workers' Compensation coverage.
8. Any exclusions or provisions in the insurance maintained by the Contractor that excludes coverage for work contemplated in this agreement shall be deemed unacceptable and shall be considered breach of contract.

WORKERS' COMPENSATION INSURANCE

1. The Contractor shall secure and maintain during the life of this Agreement Workers' Compensation insurance for all of his employees employed for the project or any site connected with the work, including supervision, administration or management, of this project and in case any work is sublet, with the approval of the County, the Contractor shall require the Subcontractor similarly to provide Workers' Compensation insurance for all employees employed at the site of the project, and such evidence of insurance shall be furnished to the County not less than ten (10) days prior to the commencement of any and all sub-contractual Agreements which have been approved by the County.

2. Contractor must be in compliance with all applicable State and Federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act or Jones Act, if applicable.
3. No class of employee, including the Contractor himself, shall be excluded from the Workers' Compensation insurance coverage. The Workers' Compensation insurance shall also include Employer's Liability coverage.

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident. If the contractor does not own vehicles, the contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Policy. Contractor must maintain this insurance coverage throughout the life of this Agreement.

COMMERCIAL GENERAL LIABILITY INSURANCE

1. The Contractor shall carry other Commercial General Liability insurance against all other Bodily Injury, Property Damage and Personal and Advertising Injury exposures.
2. All liability insurance (other than Professional Liability) shall be written on an occurrence basis and shall not be written on a claims-made basis. If the insurance is issued with an aggregate limit of liability, the aggregate limit of liability shall apply only to the locations included in this Agreement. If, as the result of any claims or other reasons, the available limits of insurance reduce to less than those stated in the Limits of Liability, the Contractor shall notify the County representative in writing. The Contractor shall purchase additional liability insurance to maintain the requirements established in this Agreement. Umbrella or Excess Liability insurance can be purchased to meet the Limits of Liability specified in this Agreement.
3. Commercial General Liability coverage shall include the following:
 - 1.) Premises & Operations Liability
 - 2.) Bodily Injury and Property Damage Liability
 - 3.) Independent Contractors Liability
 - 4.) Contractual Liability
 - 5.) Products and Completed Operations Liability
4. Contractor shall agree to keep in continuous force Commercial General Liability coverage for the length of the contract.

LIMITS OF LIABILITY

The insurance required shall be written for not less than the following, or greater if required by law and shall include Employer's liability with limits as prescribed in this contract:

- | | |
|--------------------------|---------------------|
| | <u>LIMIT</u> |
| 1. Worker's Compensation | |
| 1.) State | Statutory |

2.)	Employer's Liability	\$500,000 each accident
2.	Business Automobile	\$1,000,000 each accident (A combined single limit)
3.	Commercial General Liability	\$1,000,000 each occurrence for Bodily Injury & Property Damage \$1,000,000 each occurrence Products and completed operations
4.	Personal and Advertising Injury	\$1,000,000 each occurrence

NOTICE OF CLAIMS OR LITIGATION

The Contractor agrees to report any incident or claim that results from performance of this Agreement. The County representative shall receive written notice in the form of a detailed written report describing the incident or claim within ten (10) days of the Contractor's knowledge. In the event such incident or claim involves injury and/or property damage to a third party, verbal notification shall be given the same day the Contractor becomes aware of the incident or claim followed by a written detailed report within ten (10) days of verbal notification.

INDEMNIFICATION & HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract.

Note: For Contractor's convenience, this certification form is enclosed and is made a part of the bid package.

CERTIFICATE OF INSURANCE

1. Certificates of insurance indicating the job site and evidencing all required coverage must be submitted not less than 10 days prior to the commencement of any of the work. The certificate holder(s) shall be as follows: Okaloosa County, 5479A Old Bethel Road, Crestview, Florida, 32536.
2. The contractor shall provide a Certificate of Insurance to the County with a thirty (30) day Notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
3. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the contractor to provide the proper notice. Such notification shall be in writing by registered mail, return receipt requested, and addressed to the Okaloosa County Purchasing Department at 5479-A Old Bethel Road, Crestview, FL 32536.
4. In the event the contract term goes beyond the expiration date of the insurance policy, the contractor shall provide the County with an updated Certificate of insurance no later than ten (10)

days prior to the expiration of the insurance currently in effect. The County reserves the right to suspend the contract until this requirement is met.

5. The certificate shall indicate if coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the certificate will show a retroactive date, which should be the same date of the initial contract or prior.
6. All certificates shall be subject to Okaloosa County's approval of adequacy of protection and the satisfactory character of the Insurer.
7. All deductibles or SIRs, whether approved by Okaloosa County or not, shall be the Contractor's full responsibility. In particular, the Contractor shall afford full coverage as specified herein to entities listed as Additional Insured.
8. In no way will the entities listed as Additional Insured be responsible for, pay for, be damaged by, or limited to coverage required by this schedule due to the existence of a deductible or SIR.

GENERAL TERMS

Any type of insurance or increase of limits of liability not described above which, the Contractor required for its own protection or on account of statute shall be its own responsibility and at its own expense.

Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this contract shall be deemed unacceptable and shall be considered breach of contract.

The carrying of the insurance described shall in no way be interpreted as relieving the Contractor of any responsibility under this contract.

Should the Contractor engage a subcontractor or sub-subcontractor, the same conditions will apply under this Agreement to each subcontractor and sub-subcontractor.

The Contractor hereby waives all rights of subrogation against Okaloosa County and its consultants and other indemnities of the Contractor under all the foregoing policies of insurance.

UMBRELLA INSURANCE

The Contractor shall have the right to meet the liability insurance requirements with the purchase of an umbrella insurance policy. In all instances, the combination of primary and umbrella liability coverage must equal or exceed the minimum liability insurance limits stated in this Agreement.

GENERAL PROPOSAL CONDITIONS

I. PRE-PROPOSAL ACTIVITY -

Except as provided in this section, Respondents are prohibited from contacting or lobbying the County, County Administrator, Commissioners, County staff, and Selection Committee members, or any other person authorized on behalf of the County related or involved with the solicitation. All inquiries on the scope of work, specifications, additional requirements, attachments, terms and general conditions or instructions, or any issue must be directed in writing, by US mail or email to:

Okaloosa County Purchasing Department
5479A Old Bethel Road
Crestview, FL 32536
Email: dmason@myokaloosa.com
(850) 689-5960

All questions or inquiries must be received no later than the last day for questions (reference RFP & Respondent's Acknowledgement form). Any addenda or other modification to the RFP documents will be issued by the County five (5) days prior to the date and time of closing, as a written addenda distributed to all prospective Respondents by posting to the Florida Online Bid System (Florida Purchasing Group) and the Okaloosa County Web Site.

To access the Florida Online Bid System go to: <https://www.bidnetdirect.com/florida> to access the Okaloosa County Web Site go to: <http://www.co.okaloosa.fl.us/purchasing/current-solicitations>.

Such written addenda or modification shall be part of the proposal documents and shall be binding upon each Respondent. Each Respondent is required to acknowledge receipt of any and all addenda in writing and submit with their proposal. No Respondent may rely upon any verbal modification or interpretation.

II. PREPARATION OF PROPOSAL

The proposal form is included with the proposal documents. Additional copies may be obtained from the County. The Respondent shall submit originals and bid forms in accordance with the public notice.

All blanks in the proposal documents shall be completed by printing in ink or by typewriter in both words and numbers with the amounts extended, totaled and the proposal signed. A proposal price shall be indicated for each section, proposal item, alternative, adjustment unit price item, and unit price item listed therein, or the words "No Proposal," "No Change," or "Not Applicable" entered. No changes shall be made to the phraseology of the form or in the items mentioned therein. In case of any discrepancy between the written amount and the numeric figures, the written amount shall govern. Any proposal which contains any omissions, erasures, alterations, additions, irregularities of any kind, or items not called for which shall in any manner fail to conform to the conditions of public notice inviting proposals may be rejected.

A proposal submitted by a corporation shall be executed in the corporate name by the president or a vice president or other corporate officer who has legal authority to sign.

A proposal submitted by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature). The official address of the partnership shall be shown below the signature.

A proposal submitted by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown below the signature.

A proposal submitted by an individual shall show the Respondent's name and official address.

A proposal submitted by a joint venture shall be executed by each joint venture in the manner indicated on the proposal form. The official address of the joint venture must be shown below the signature.

All signatures shall be in blue ink. All names shall be typed or printed below the signature.

The proposal shall contain an acknowledgement of receipt of all Addenda, the numbers of which shall be filled in on the form. The address and telephone # for communications regarding the proposal shall be shown.

If the Respondent is an out-of-state corporation, the proposal shall contain evidence of Respondent's authority and qualification to do business as an out-of-state corporation in the State of Florida.

III. INTEGRITY OF PROPOSAL DOCUMENTS

Respondents shall use the original Proposal documents provided by the Purchasing Department and enter information only in the spaces where a response is requested. Respondents may use an attachment as an addendum to the Proposal documents if sufficient space is not available. Any modifications or alterations to the original proposal documents by the Respondent, whether intentional or otherwise, will constitute grounds for rejection of a proposal. Any such modifications or alterations that a Respondent wishes to propose must be clearly stated in the Respondent's response in the form of an addendum to the original proposal documents.

IV. SUBMITTAL OF PROPOSAL

A proposal shall be submitted no later than the date and time prescribed and at the place indicated in the advertisement or invitation to proposal and shall be enclosed in an opaque sealed envelope plainly marked with the project title (and, if applicable, the designated portion of the project for which the proposal is submitted), the name and address of the Respondent, and shall be accompanied by the proposal security and other required documents. It is the Respondent's responsibility to assure that its proposal is delivered at the proper time and place. Offers by telegram, facsimile, or telephone will NOT be accepted.

Note: Crestview is not a next day delivery site for overnight carriers.

V. MODIFICATION & WITHDRAWAL OF PROPOSAL

A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a proposal must be executed and delivered to the place where proposals are to be submitted prior to the date and time for the opening of proposals.

If within 24 hours after proposals are opened any Respondent files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material substantial mistake in the preparation of its proposal, that Respondent may withdraw its proposal, and the proposal security may be returned. Thereafter, if the work is re-proposal, that Respondent will be disqualified from 1) further purposing on the work, and 2) doing any work on the contract, either as a subcontractor or in any other capacity.

VI. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

All proposals will remain subject to acceptance or rejection for ninety (90) calendar days after the day of the proposal opening, but the County may, in its sole discretion, release any proposal and return the proposal security prior to the end of this period.

VII. CONDITIONAL & INCOMPLETE PROPOSALS

Okaloosa County specifically reserves the right to reject any conditional proposal and proposals which make it impossible to determine the true amount of the proposal.

VIII. APPLICABLE LAWS & REGULATIONS

All applicable Federal and State laws, County and municipal ordinances, orders, rules and regulations of all authorities having jurisdiction over the project shall apply to the proposal throughout, and they will be deemed to be included in the contract the same as though they were written in full therein.

IX. DISQUALIFICATION OF RESPONDENTS

Any of the following reasons may be considered as sufficient for the disqualification of a Respondent and the rejection of its proposal:

- a. Submission of more than one proposal for the same work from an individual, firm or corporation under the same or different name.
- b. Evidence that the Respondent has a financial interest in the firm of another Respondent for the same work.
- c. Evidence of collusion among Respondents. Participants in such collusion will receive no recognition as Respondents for any future work of the County until such participant has been reinstated as a qualified Respondent.
- d. Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- e. Failure to pay or satisfactorily settle all bills due for labor and material on former contracts in force at the time of advertisement of proposals.

- f. Default under previous contract.
- g. Listing of the Respondent by Local, State or Federal Government on its barred/suspended contractor list.

X. AWARD OF CONTRACT

Okaloosa County Review - A selection committee will review all proposals and will participate in the Recommendation to Award.

The contract shall be awarded to the responsible and responsive Respondent whose proposal is determined to be the most advantageous to the County, taking into consideration the price and other criteria set forth in the request for proposals. The County reserves the right to reject any and all proposals or to waive any irregularity or technicality in proposals received. The County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Okaloosa County reserves the right to waive any informalities or reject any and all proposals, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this proposal and to accept the proposal that in its judgment will best serve the interest of the County.

Okaloosa County specifically reserves the right to reject any conditional proposals and proposals which make it impossible to determine the true amount of the proposal. Each item must be proposal separately and no attempt is to be made to tie any item or items to any other item or items.

XI. DISCRIMINATION

An entity or affiliate who has been placed on the discriminatory contractor list may not submit a proposal on a contract to provide goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

XII. PUBLIC ENTITY CRIME INFORMATION

Pursuant to Florida Statute 287.133, a Respondent may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted contractor list.

XIII. CONFLICT OF INTEREST

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All Respondents must disclose with their proposals the name of any officer, director, or agent who is also a public officer or an employee of the Okaloosa Board of County Commissioners, or any of its agencies. Furthermore, all Respondents must disclose the name of any County officer or employee who owns, directly or indirectly, an interest of five percent (5%) or more in the firm or any of its branches.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XIV. REORGANIZATION OR BANKRUPTCY PROCEEDINGS

Proposals will not be considered from Respondents who are currently involved in official financial reorganization or bankruptcy proceedings.

XV. INVESTIGATION OF RESPONDENT

The County may make such investigations, as it deems necessary to determine the stability of the Respondent to perform the work and that there is no conflict of interest as it relates to the project. The Respondent shall furnish to the Owner any additional information and financial data for this purpose as the County may request.

XVI. CONE OF SILENCE

The Okaloosa County Board of County Commissioners has established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (formal proposals, Request for Proposals, Requests for Qualifications) issued by the Board through the County Purchasing Department. The period commences from the date of advertisement until award of contract.

Note: For Respondent's convenience, this certification form is enclosed and is made a part of the proposal package.

XVII. REVIEW OF PROCUREMENT DOCUMENTS

Per Florida Statute 119.071(1)(b)2. sealed bids, proposals, or replies received by the County pursuant to a competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

XVIII. COMPLIANCE WITH FLORIDA STATUTE 119.0701

The Respondent shall comply with all the provisions of section 119.0701, Florida Statutes relating to the public records which requires, among other things, that the Respondent: (a) Keep and maintain public records; (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Respondent upon termination of the contract.

XIX. PROTECTION OF RESIDENT WORKERS –

The Okaloosa County Board of County Commissioners actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verifications, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired,

which includes completing the Employment Eligibility Verifications. The Respondent shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. Okaloosa County reserves the right to request documentation showing compliance with the requirements.

Respondents doing construction business with Okaloosa County are required to use the Federal Government Department of Homeland Security's website and use the E-Verify Employment Eligibility Verifications System to confirm eligibility of all employees to work in the United States.

XX. AUDIT

If requested, Respondent shall permit the County or an authorized, independent audit agency to inspect all data and records of Respondent relating to its performance and its subcontracts under this contract from the date of the contract through and until three (3) years after the expiration of contract.

XXI. EQUAL EMPLOYMENT OPPORTUNITY; NON-DISCRIMINATION

Respondent shall not discriminate against any employee or an applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age, familial status or handicap.

XXII. NON-COLLUSION

Respondent certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage over other Respondents. See Florida Statute 838.22.

XXIII. UNAUTHORIZED ALIENS/PATRIOT'S ACT

The knowing employment by Respondent or its subcontractors of any alien not authorized to work by the immigration laws is prohibited and shall be a default of the contract. In the event that the Respondent is notified or becomes aware of such default, the Respondent shall take steps as are necessary to terminate said employment with 24 hours of notification or actual knowledge that an alien is being employed. Respondent's failure to take such steps as are necessary to terminate the employment of any said alien within 24 hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of the contract. Respondent shall take all commercially reasonable precautions to ensure that it and its subcontractors do not employ persons who are not authorized to work by the immigration laws.

XII: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
- C. Federal E-Verify
- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Vendors on Scrutinized Companies List
- L. List of References

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DRUG-FREE WORKPLACE CERTIFICATION

THE BELOW SIGNED RESPONDENT CERTIFIES that it has implemented a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under quote a copy of the statement specified in subsection 1.
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under quote, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, drug abuse assistance or rehabilitation program if such is available in employee's community, by any employee who is convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: January 13, 2020

SIGNATURE: 

COMPANY: ZOLL Medical Corp

NAME: Kurt Sandstrom

ADDRESS: 269 Mill Road
Chelmsford MA 01824

TITLE: EMS Group, Vice President of Sales

E-MAIL: esales@zoll.com

PHONE NO.: (978) 421-9655

XII: ADDITIONAL REQUIRED DOCUMENTS

THE FOLLOWING DOCUMENTS SHALL BE SUBMITTED WITH THE BID PACKET. FAILURE TO SUBMIT ALL REQUIRED FORMS MIGHT RESULT IN YOUR SUBMITTAL BEING DEEMED NON-RESPONSIVE:

- A. Drug-Free Workplace Certification Form
- B. Conflict of Interest
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- D. Cone of Silence
- E. Indemnification and Hold Harmless
- F. Company Data
- G. System of Awards Management
- H. Addendum Acknowledgement
- I. Certification Regarding Lobbying
- J. Governmental Debarment & Suspension
- K. Vendors on Scrutinized Companies List
- L. List of References

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CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all Respondents, must disclose if any Okaloosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

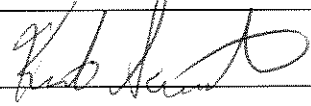
Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no." If yes, give person(s) name(s) and position(s) with your business.

YES: _____ NO: X _____

NAME(S) POSITION(S)

FIRM NAME: ZOLL Medical Corpotion

BY (PRINTED): Kurt Sandstrom

BY SIGNATURE: 

TITLE: EMS Group Vice President of Sales

ADDRESS: 269 Mill Road Chelmsford MA 01984

PHONE NO.: (978) 421-9655

E-MAIL : esales@zoll.com

DATE: January 13, 2020

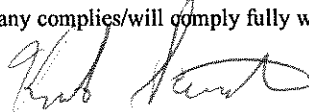
FEDERAL E-VERIFY COMPLIANCE CERTIFICATION

In accordance with Okaloosa County Policy and Executive Order Number 11-116 from the office of the Governor of the State of Florida, Respondent hereby certifies that the U.S. Department of Homeland Security's E-Verify system will be used to verify the employment eligibility of all new employees hired by the Respondent during the contract term, and shall expressly require any subcontractors performing work or providing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term; and shall provide documentation such verification to the COUNTY upon request.

As the person authorized to sign this statement, I certify that this company complies/will comply fully with the above requirements.

DATE: January 13, 2020

SIGNATURE



COMPANY: Zoll Medical Corporation

NAME: Kurt Sandstrom

ADDRESS: 269 Mill Road Chelmsford MA 01824

TITLE: EMS Group Vice President of Sales

E-MAIL: Esales@zoll.com

PHONE NO.: 978 421 9655

CONE OF SILENCE

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Purchasing Department Staff.

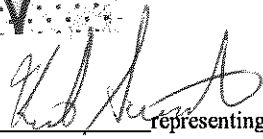
The period commences from the time of advertisement until contract award.

SIGN

Any information thought **HERE** the committee or staff recommendation submitted after bids are due, should be directed to the Purchasing Manager or an appointed representative. It shall be the Purchasing Manager's decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the Respondent from consideration during the selection process.

All Respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I Kurt Sandstrom  representing Zoll Medical Corporation
Signature Company Name

On this 13 day of January 202019 hereby agree to abide by the County's "Cone of Silence Clause" and understand violation of this policy shall result in disqualification of my proposal/submittal.

INDEMNIFICATION AND HOLD HARMLESS

Contractor shall indemnify and hold harmless the County, its officers and employees from third-party liabilities, and tangible damages, losses, and costs including but not limited to reasonable attorney fees, to the extent directly caused by the negligence, recklessness, or wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of this contract except those caused by the County or otherwise arising out of or attributed, directly or indirectly, to the conduct, operations or performance of the County; provided, that, any such indemnity provided under this subsection shall be conditioned on the County performing and satisfying all of its duties and obligations.


Contractor and the County each hereby agree that any indemnification provided shall be conditioned on the following: the County shall give prompt written notice to Contractor, of the commencement or assertion of any claim in respect of which the County will seek indemnification hereunder (each a "Claim"), which notice shall state, to the extent known to the County, the basis on which the Claim for indemnification is made, the facts giving rise to or the alleged basis of the Claim, and the amount (which may be estimated) of liability asserted by reason of the Claim; such notice shall also include a copy of the document (if any) by or in which the Claim is commenced or asserted; after receipt of such notice, Contractor shall have the opportunity to assume sole control over the defense and all negotiations for a settlement or compromise of the Claim with counsel of its own choosing; the County shall be entitled to participate at its own expense in the defense of the Claim; provided, that, the County shall not be entitled to control the defense or negotiations for a settlement or compromise of the Claim; Contractor shall not be responsible for any settlement of a Claim that it does not approve in writing; and in no event shall either party be responsible to the other for any compensation, reimbursement or damages on account of consequential damages including the loss of prospective profits or anticipated sales or for any expenditures, investments or other commitments made in connection with this Agreement. Respondent shall indemnify and hold harmless the County, its officers and employees from liabilities, damages, losses, and costs including but not limited to reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the Respondent and other persons employed or utilized by the Respondent in the performance of this Agreement.

ZOLL Medical Corporation
Respondent's Company Name

269 Mill Road, Chelmsford, MA 01824
Physical Address

Same as above
Mailing Address

978-421-9655
Phone Number


Authorized Signature - Manual

Kurt Sandstrom
Authorized Signature - Typed

EMS Group Vice President of Sales
Title

978-421-0015
FAX Number

N/A
Cellular Number

January 13, 2020
Date

800-348-9011
After-Hours Number(s)

esales@zoll.com
Email

COMPANY DATA

Respondent's Company Name: ZOLL Medical Corporation

Physical Address & Phone #: 269 Mill Road, Chelmsford, MA 01824
Main Number: 978-421-9655

Contact Person (Typed-Printed): Kurt Sandstrom

Phone #: 978 421 9655

Cell #: N/A

Email: esales@zoll.com

Federal ID or SS #: 04-2711626

Respondent's License #: N/A
05-536-3428

Respondent's DUNS #: 978 421 0025

Fax #: 978 421 0025

Emergency #'s After Hours,
Weekends & Holidays: 800 348 9011

SYSTEM FOR AWARD MANAGEMENT (OCT 2016)

(a) Definitions. As used in this provision.

“Electronic Funds Transfer (EFT) indicator” means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

“Registered in the System for Award Management (SAM) database” means that.

(1) The Offeror has entered all mandatory information, including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into the SAM database;

(2) The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record “Active”.

“Unique entity identifier” means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “Unique Entity Identifier” followed by the unique entity identifier that identifies the Offeror’s name and address exactly as stated in the offer. The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM database.

(c) If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information:

- (1) Company legal business name.
- (2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (3) Company Physical Street Address, City, State, and Zip Code.
- (4) Company Mailing Address, City, State and Zip Code (if separate from physical).
- (5) Company telephone number.
- (6) Date the company was started.
- (7) Number of employees at your location.
- (8) Chief executive officer/key manager.
- (9) Line of business (industry).
- (10) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov> .

Offerors SAM information:

Entity Name: ZOLL Medical Corp
Entity Address: 269 Mill Road Chelmsford MA 01824
Duns Number: 05-536-3428
CAGE Code: oUJ27

ADDENDUM ACKNOWLEDGEMENT
RFP PS 20-20

Acknowledgment is hereby made of the following addenda (identified by number) received since issuance of solicitation:

ADDENDUM NO.	DATE
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
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_____	_____
_____	_____
_____	_____

NOTE: Prior to submitting the response to this solicitation, it is the responsibility of the Respondent to confirm if any addenda have been issued. If such addenda have been issued, acknowledge receipt by noting number(s) and date(s) above.

LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

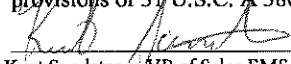
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, ZOLL Medical, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

 Signature of Contractor's Authorized Official
Kurt Sandstrom/VP of Sales EMS Name and Title of Contractor's Authorized Official

1/13/2020 Date

Government Debarment & Suspension

Instructions

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Orders 12549, at Subpart C of OMB 2 C.F.R. Part 180 and 3000.332. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

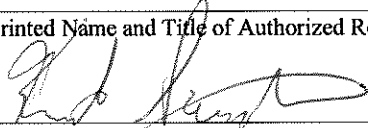
The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Orders 12549, Debarment and Suspension, and OMB 2 C.F.R. Part 180, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880.

**[READ INSTRUCTIONS ON PREVIOUS PAGE BEFORE COMPLETING
CERTIFICATION]**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency;
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal

Kurt Sandstom

Printed Name and Title of Authorized Representative



Signature

1/13/2020

Date


VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: 1/13/2020
COMPANY: ZOLL Medical Corporation
ADDRESS: 269 Mill Rd.
Chelmsford, MA 01824

PHONE NO.: 978-421-9655

SIGNATURE: 
NAME: Kurt Sandstrom
(Typed or Printed)
TITLE: V.P., EMS Sales
E-MAIL: esales@zoll.com

LIST OF REFERENCES

1. Owner's Name and Address: Regional Paramedical Services

3925 Old Birmingham Hwy, Jasper, AL 35501

Contact Person: David Waid Telephone # (205) 601-0925

Email: david@rpsems.com

2. Owner's Name and Address: Decatur Fire and Rescue
4119 Old Hwy 31S
Decatur, AL 35601

Contact Person: Christopher Phillips Telephone # (256-341) 4866

Email: cphillips@decatur-al.gov

3. Owner's Name and Address: East Alabama EMS
934 US 19
Opelika AL 36803

Contact Person: Michael Harper Telephone # () 334-528-5857

Email: e34725@eamc.net

4. Owner's Name and Address: Medic Chief
19 Madison Avenue
Montgomery AL 36104

Contact Person: Garrett Henderson Telephone # ()

Email: ghenderson@montgomeryal.gov

5. Owner's Name and Address: Dothan Ambulance
923 S Foster Street
Dothan AL 36301

Contract Person: Jason Trammell Telephone # () 334 796 0215

Email: jb_trammell@dothanambulance.com

**LEASE OF FIFTEEN (15) NEW CARDIAC MONITOR/DEFIBRILLATORS
RFP PS 20-20
RANKING SHEET**

RANKING CRITERIA			
Lease Cost 30 points			
Maintenance and Service 25 points			
Compliance with Proposals Specifications 20 points			
Firm's Qualifications 20 points			
References 5 points			
TOTAL POSSIBLE – 100 PTS			

COMMITTEE MEMBER: _____

DATE: _____

SIGNATURE: _____

Exhibit "B"

Title VI Clauses for Compliance with Nondiscrimination Requirements

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless

exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The [contractor | consultant] has full responsibility to monitor compliance to the referenced statute or regulation. The [contractor | consultant] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

E-VERIFY

Enrollment and verification requirements.

- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall-
 - a. Enroll. Enroll as a Federal Contractor in the E-Verify Program within thirty (30) calendar days of contract award;
 - b. Verify all new employees. Within ninety (90) calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States,

whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); and,

- c. Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within ninety (90) calendar days after date of enrollment or within thirty (30) calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of

a. All new employees.

- i. Enrolled ninety (90) calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

b. Enrolled less than ninety (90) calendar days. Within ninety (90) calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the contractor, who are working in the United States, whether or not assigned to the contract, within three (3) business days after the date of hire (but see paragraph (b)(3) of this section); or

- ii. Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within ninety (90) calendar days after date of contract award or within thirty (30) days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section.)

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State of local government or the government of a Federally recognized Indian tribe, or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements of (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within one hundred eighty (180) calendar days of-

- i. Enrollment in the E-Verify program; or

- ii. Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contract information provided in the E-Verify program Memorandum of Understanding (MOU)

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

- i. The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor, will be referred to a suspension or debarment official.

- ii. During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

- iii. Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site:
<http://www.dhs.gov/E-Verify>.

Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

- (a) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (b) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (c) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12. Policy for a Common Identification Standard for Federal Employees and Contractors.

Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph € (appropriately modified for identification of the parties in each subcontract that-

- (1) Is for-(i) Commercial and noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
- (ii) Construction;
- (2) Has a value of more than \$3,500; and
- (3) Includes work performed in the United States.



Envelope Data

Subject: urgent- Okaloosa- Signature Required
Documents: Okaloosa County X Series Lease Agreement per Quotation No. 329028 V1.doc
Document Hash: 35581312
Envelope ID: ENV98447084-2260-BFCF-3185-AEFC
Sender: Emily Sullivan
Sent: 1/13/2020 9:40:59 PM UTC
Status: Completed
Status Date: 1/13/2020 9:53:58 PM UTC


Recipient(s) / Roles

Name / Role	Address	Type
Emily Sullivan	Emily.Sullivan@zoll.com	Sender
Jeff Roberts	jroberts@zoll.com	Signer

Document Events

Name / Roles	Email	IP Address	Date	Event
Emily Sullivan	Emily.Sullivan@zoll.com	67.218.11.54	1/13/2020 9:40:59 PM UTC	Created
Jeff Roberts	jroberts@zoll.com	70.187.3.23	1/13/2020 9:53:59 PM UTC	Signed
			1/13/2020 9:53:58 PM UTC	Status - Completed

Signer Signatures

Signer Name / Roles	Signature
Jeff Roberts	



Envelope Data

Subject: urgent- Okaloosa- Signature Required
Documents: Okaloosa County X Series Lease Agreement per Quotation No. 329451 V2.doc
Document Hash: 53374510
Envelope ID: ENV45562226-1327-DECB-1522-CFEC
Sender: Emily Sullivan
Sent: 1/13/2020 9:39:57 PM UTC
Status: Completed
Status Date: 1/13/2020 9:47:50 PM UTC


Recipient(s) / Roles

Name / Role	Address	Type
Emily Sullivan	Emily.Sullivan@zoll.com	Sender
Jeff Roberts	jroberts@zoll.com	Signer

Document Events

Name / Roles	Email	IP Address	Date	Event
Emily Sullivan	Emily.Sullivan@zoll.com	67.218.11.54	1/13/2020 9:39:57 PM UTC	Created
Jeff Roberts	jroberts@zoll.com	70.187.3.23	1/13/2020 9:47:51 PM UTC	Signed
			1/13/2020 9:47:50 PM UTC	Status - Completed

Signer Signatures

Signer Name / Roles	Signature
Jeff Roberts	



ZOLL Medical Corporation

Worldwide HeadQuarters
 269 Mill Rd
 Cheimsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

Okaloosa County Department of Public Safety
 90 College Boulevard East
 Niceville, FL 32536

Attn: **Okaloosa County Purchasing Department**

QUOTATION 329028 V:1

DATE: January 13, 2020

email: dwelborn@myokaloosa.com

TERMS: Net 30 Days

Tel: 850-200-5521

FOB: Shipping Point

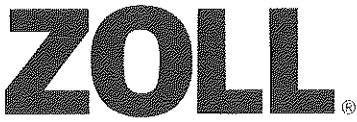
FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2241011-01	<p>X Series® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p>	15	\$42,375.00	\$26,696.25	\$400,443.75 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Mike Saner
 EMS Territory Manager
 402-616-7977

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 90 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT sales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

Okaloosa County Department of Public Safety
90 College Boulevard East
Niceville, FL 32536

Attn: **Okaloosa County Purchasing Department**

QUOTATION 329028 V:1

DATE: January 13, 2020

email: dwelborn@myokaloosa.com

TERMS: Net 30 Days

Tel: 850-200-5521

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		ZOLL Noninvasive Pacing Technology: Masimo Pulse Oximetry SP02, SpCO & SpMet <ul style="list-style-type: none"> • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn Includes: <ul style="list-style-type: none"> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none"> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set 				
2	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	15	\$245.00	\$154.35	\$2,315.25 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	15	\$845.00	\$532.35	\$7,985.25 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Mike Saner
EMS Territory Manager
402-616-7977

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 90 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

**ZOLL Medical Corporation**

Worldwide HeadQuarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

Okaloosa County Department of Public Safety
 90 College Boulevard East
 Niceville, FL 32536

Attn: **Okaloosa County Purchasing Department**

email: dwelborn@myokaloosa.com

Tel: 850-200-5521

QUOTATION 329028 V:1

DATE: January 13, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
4	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	15	\$52.45	\$33.04	\$495.60 *
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	15	\$157.50	\$99.23	\$1,488.45 *
6	8000-0580-01	Six hour rechargeable Smart battery	15	\$519.75	\$327.44	\$4,911.60 *
7	8200-000100-01	Single Bay Charger for the SurePower and SuroPower II batteries.	15	\$992.25	\$625.12	\$9,376.80 *
8	8000-001405-01	Kit, MultiTech MTC Cat M1 Cell Modem, Verizon	15	\$895.00	\$563.85	\$8,457.75 *
9	8778-0105	2 Year Extended Warranty (at time of equipment sale)	15	\$1,875.00	\$1,875.00	\$28,125.00
*Reflects Discount Pricing.						

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

TOTAL \$463,599.45

Mike Saner
 EMS Territory Manager
 402-616-7977

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ZOLL X Series Lease Agreement AGREEMENT #XXXXXXX

ZOLL Medical Corporation ("ZOLL"), a Massachusetts corporation having a principal place of business at Worldwide Headquarters, 269 Mill Road, Chelmsford, MA 01824-4105, and Okaloosa County Department of Public Safety ("Customer") having a principal place of business at 90 College Boulevard East, Niceville, FL 32536 agree to the following terms and conditions with respect to the rental of ZOLL products ("Products") as set forth in this agreement. This Contract shall become effective (the "Effective Date") upon the date this Contract is signed by both Parties.

The parties agree as follows:

1. Products

ZOLL will provide CUSTOMER one (1) X Series Defibrillator (PRODUCT) in accordance with the terms of this Agreement. The detailed description and commercial value of PRODUCT is as follows:

- Fifteen (15) X Series Defibrillator (part #601-2241011-01) and accessories per ZOLL Quotation Number 329028 V:2. Value: \$463,599.45

2. Payments

In accordance with this Agreement, CUSTOMER shall issue a valid lease purchase order to ZOLL for the lease of the PRODUCT, and ZOLL shall invoice CUSTOMER a **monthly rental fee of \$0.00 for each X Series Defibrillator (PRODUCT), equaling a total monthly payment of \$9,900.00 plus applicable taxes**, for the duration of this Agreement. Payment terms are Net 30 Days from the date of invoice.

3. Term

This Agreement shall be effective for a period of three (3) Years from the Effective Date with extended payment up to two (2) additional one (1) year periods.

4. Delivery and Ownership

The PRODUCT will be shipped to the "Ship To" address provided by CUSTOMER on the rental order. Ownership and title to the PRODUCT shall remain with ZOLL for the duration of this Agreement.

5. Location of PRODUCT, Loss or Damage

CUSTOMER shall keep and use the PRODUCT only at the address shown on the rental purchase order. CUSTOMER agrees that the PRODUCT will not be removed from that address unless ZOLL approves such relocation in writing. CUSTOMER shall be responsible for any loss, theft, damage, or destruction to the PRODUCT from any cause whatsoever, and agrees to maintain the PRODUCT in good working condition.

6. Termination

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party. In the event CUSTOMER terminates the Agreement, CUSTOMER agrees to contact ZOLL for a return

**ZOLL X Series Lease Agreement
AGREEMENT #XXXXXXX**

authorization number, and will promptly ship all PRODUCT back to ZOLL, pay all expenses of de-installing, crating and shipping, and insure the PRODUCT for full commercial value during shipping.

7. Consumables & Accessories

Consumables and accessories required for use of the PRODUCT are not included in this Agreement. CUSTOMER must purchase consumables and accessories directly from ZOLL under separate purchase orders.

8. Payment & Shipping Terms

Payment terms shall be Net thirty (30) days from the date of invoice. ZOLL will ship PRODUCT FOB Shipping Point with ZOLL paying for freight charges. Applicable taxes will be added to invoice.

9. Warranty

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

10. Limitations of Liability

In no event shall ZOLL be liable for indirect, special or consequential damages resulting from ZOLL's performance or failure to perform pursuant to this Agreement, or the furnishing, performance, or use by CUSTOMER of any PRODUCT or software rented hereto, whether due to a breach of contract, breach of warranty, the negligence of ZOLL, or otherwise.

11. Additional Terms

**ZOLL X Series Lease Agreement
AGREEMENT #XXXXXXX**

This Agreement sets forth the entire agreement between the parties. Any additional or different terms, including terms in any CUSTOMER rental purchase order or invoice, will be of no effect unless agreed to in writing by both parties.

12. Compliance with Laws

(a) ZOLL represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The CUSTOMER shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the PRODUCT furnished hereunder, and will obtain any permits, licenses, or approvals required for such installation and use.

13. Assignment

CUSTOMER may not sell, transfer, assign or sub-lease the PRODUCT or this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of ZOLL.

14. Default

Failure by CUSTOMER to comply with any of the terms of this Agreement, including but not limited to Section 8, shall constitute default. In the event CUSTOMER defaults under this Agreement, ZOLL may, in its sole discretion, repossess any PRODUCT that are in the possession of the CUSTOMER at the time of such default, and CUSTOMER agrees to make the PRODUCT available to ZOLL. Any costs associated with repossession shall be the responsibility of CUSTOMER.

15. Failure to Enforce

The failure of ZOLL to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, nor shall such failure affect the validity of this Agreement.

16. Severability

No provision of this Agreement that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

17. Governing Law

This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

ZOLL X Series Lease Agreement AGREEMENT #XXXXXXX

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date appearing below their respective signatures.

ZOLL MEDICAL CORPORATION

BY: Jeff Roberts

Print Name: Jeff Roberts

Title: Vice President

Date: 01/13/2020

OKALOOSA COUNTY DEPARTMENT OF PUBLIC SAFETY

By: _____

Print Name: _____

Title: _____

Date: _____

Please sign and return via e-mail, fax or mail to
Contracts Department

EMAIL: contracts@zoll.com
FAX: (978) 421-0005
MAIL : ZOLL Medical Corporation
Worldwide Headquarters
Att.: **Contracts Department**
269 Mill Road
Chelmsford, MA 01824 - 4105



Envelope Data

Subject: urgent- Okaloosa- Signature Required
Documents: Okaloosa County X Series Lease Agreement per Quotation No. 329028 V1.doc
Document Hash: 35581312
Envelope ID: ENV98447084-2260-BFCF-3185-AEFC
Sender: Emily Sullivan
Sent: 1/13/2020 9:40:59 PM UTC
Status: Completed
Status Date: 1/13/2020 9:53:58 PM UTC


Recipient(s) / Roles

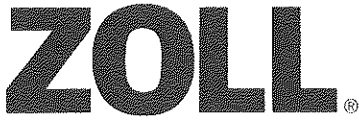
Name / Role	Address	Type
Emily Sullivan	Emily.Sullivan@zoll.com	Sender
Jeff Roberts	jroberts@zoll.com	Signer

Document Events

Name / Roles	Email	IP Address	Date	Event
Emily Sullivan	Emily.Sullivan@zoll.com	67.218.11.54	1/13/2020 9:40:59 PM UTC	Created
Jeff Roberts	jroberts@zoll.com	70.187.3.23	1/13/2020 9:53:59 PM UTC	Signed
			1/13/2020 9:53:58 PM UTC	Status - Completed

Signer Signatures

Signer Name / Roles	Signature
Jeff Roberts	



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

Okaloosa County Department Public Safety
90 College Blvd East
Niceville, FL 32548

Attn: **Darrell Welborn**

email: dwelborn@myokaloosa.com

Tel: 850-200-5521

QUOTATION 329451 V:2

DATE: January 13, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	<p>X Series® Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p>	15	\$37,275.00	\$24,228.75	\$363,431.25 *

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Mike Saner
EMS Territory Manager
402-616-7977

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 90 DAYS.
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QUOTATION 329451 V:2

DATE: January 13, 2020

TERMS: Net 30 Days

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Okaloosa County Department Public Safety
90 College Blvd East
Niceville, FL 32548

Attn: **Darrell Welborn**

email: dwelborn@myokaloosa.com

Tel: 850-200-5521

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		ZOLL Noninvasive Pacing Technology: Masimo Pulse Oximetry SP02 <ul style="list-style-type: none"> • Signal Extraction Technology (SET) • Rainbow SET NIBP Welch Allyn Includes: <ul style="list-style-type: none"> • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: <ul style="list-style-type: none"> • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set 				
2	8000-0330	SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors (4 ft)	15	\$295.00	\$185.85	\$2,787.75 *
3	8000-0294	SpO2 LNCS Adult Reusable Sensor (1 each)	15	\$295.00	\$185.85	\$2,787.75 *
4	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	15	\$52.45	\$33.04	\$495.60 *

To the extent that ZOLL and Customer, or Customer's Representative have negotiated and executed overriding terms and conditions ("Overriding T's & C's"), those terms and conditions would apply to this quotation. In all other cases, this quote is made subject to ZOLL's Standard Commercial Terms and Conditions ("ZOLL T's & C's") which for capital equipment, accessories and consumables can be found at <http://www.zoll.com/GTC> and for software products can be found at <http://www.zoll.com/SSPTC> and for hosted software products can be found at <http://www.zoll.com/SSHTC>. Except in the case of overriding T's and C's, any Purchase Order ("PO") issued in response to this quotation will be deemed to incorporate ZOLL T's & C's, and any other terms and conditions presented shall have no force or effect except to the extent agreed in writing by ZOLL.

Mike Saner
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402-616-7977

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QUOTATION 329451 V:2

DATE: January 13, 2020

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Prepay and Add

Okaloosa County Department Public Safety
 90 College Blvd East
 Niceville, FL 32548

Attn: **Darrell Welborn**

email: dwelborn@myokaloosa.com

Tel: 850-200-5521

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	15	\$157.50	\$99.22	\$1,488.30 *
6	8000-0580-01	Six hour rechargeable Smart battery	15	\$519.75	\$327.44	\$4,911.60 *
7	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	15	\$992.25	\$625.12	\$9,376.80 *
8	8000-001405-01	Kit, MultiTech MTC Cat M1 Cell Modem, Verizon	15	\$895.00	\$563.85	\$8,457.75 *
	8778-0105	2 Year Extended Warranty (at time of equipment sale)	15	\$1,875.00	\$1,875.00	\$28,125.00
*Reflects Discount Pricing.						

	TOTAL	\$421,861.80
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Mike Saner
 EMS Territory Manager
 402-616-7977

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ZOLL X Series Lease Agreement AGREEMENT #XXXXXXX

ZOLL Medical Corporation ("ZOLL"), a Massachusetts corporation having a principal place of business at Worldwide Headquarters, 269 Mill Road, Chelmsford, MA 01824-4105, and Okaloosa County Department of Public Safety ("Customer") having a principal place of business at 90 College Boulevard East, Niceville, FL 32536 agree to the following terms and conditions with respect to the rental of ZOLL products ("Products") as set forth in this agreement. This Contract shall become effective (the "Effective Date") upon the date this Contract is signed by both Parties.

The parties agree as follows:

1. Products

ZOLL will provide CUSTOMER one (1) X Series Defibrillator (PRODUCT) in accordance with the terms of this Agreement. The detailed description and commercial value of PRODUCT is as follows:

- Fifteen (15) X Series Defibrillator (part #601-2241011-01) and accessories per ZOLL Quotation Number 329451 V:2. Value: \$421,861.80

2. Payments

In accordance with this Agreement, CUSTOMER shall issue a valid lease purchase order to ZOLL for the lease of the PRODUCT, and ZOLL shall invoice CUSTOMER a **monthly rental fee of \$0.00 for each X Series Defibrillator (PRODUCT), equaling a total monthly payment of \$8,740.00 plus applicable taxes**, for the duration of this Agreement. Payment terms are Net 30 Days from the date of invoice.

3. Term

This Agreement shall be effective for a period of three (3) Years from the Effective Date, extended payment up to two (2) additional one (1) year periods.

4. Delivery and Ownership

The PRODUCT will be shipped to the "Ship To" address provided by CUSTOMER on the rental order. Ownership and title to the PRODUCT shall remain with ZOLL for the duration of this Agreement.

5. Location of PRODUCT, Loss or Damage

CUSTOMER shall keep and use the PRODUCT only at the address shown on the rental purchase order. CUSTOMER agrees that the PRODUCT will not be removed from that address unless ZOLL approves such relocation in writing. CUSTOMER shall be responsible for any loss, theft, damage, or destruction to the PRODUCT from any cause whatsoever, and agrees to maintain the PRODUCT in good working condition.

6. Termination

Either party may terminate this Agreement by providing thirty (30) days prior written notice to the other party. In the event CUSTOMER terminates the Agreement, CUSTOMER agrees to contact ZOLL for a return

**ZOLL X Series Lease Agreement
AGREEMENT #XXXXXXX**

authorization number, and will promptly ship all PRODUCT back to ZOLL, pay all expenses of de-installing, crating and shipping, and insure the PRODUCT for full commercial value during shipping.

7. Consumables & Accessories

Consumables and accessories required for use of the PRODUCT are not included in this Agreement. CUSTOMER must purchase consumables and accessories directly from ZOLL under separate purchase orders.

8. Payment & Shipping Terms

Payment terms shall be Net thirty (30) days from the date of invoice. ZOLL will ship PRODUCT FOB Shipping Point with ZOLL paying for freight charges. Applicable taxes will be added to invoice.

9. Warranty

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

10. Limitations of Liability

In no event shall ZOLL be liable for indirect, special or consequential damages resulting from ZOLL's performance or failure to perform pursuant to this Agreement, or the furnishing, performance, or use by CUSTOMER of any PRODUCT or software rented hereto, whether due to a breach of contract, breach of warranty, the negligence of ZOLL, or otherwise.

11. Additional Terms

**ZOLL X Series Lease Agreement
AGREEMENT #XXXXXXX**

This Agreement sets forth the entire agreement between the parties. Any additional or different terms, including terms in any CUSTOMER rental purchase order or invoice, will be of no effect unless agreed to in writing by both parties.

12. Compliance with Laws

(a) ZOLL represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The CUSTOMER shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the PRODUCT furnished hereunder, and will obtain any permits, licenses, or approvals required for such installation and use.

13. Assignment

CUSTOMER may not sell, transfer, assign or sub-lease the PRODUCT or this Agreement. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of ZOLL.

14. Default

Failure by CUSTOMER to comply with any of the terms of this Agreement, including but not limited to Section 8, shall constitute default. In the event CUSTOMER defaults under this Agreement, ZOLL may, in its sole discretion, repossess any PRODUCT that are in the possession of the CUSTOMER at the time of such default, and CUSTOMER agrees to make the PRODUCT available to ZOLL. Any costs associated with repossession shall be the responsibility of CUSTOMER.

15. Failure to Enforce

The failure of ZOLL to enforce at any time or for any period of time any of the provisions of this Agreement shall not be construed to be a waiver of such provisions, nor shall such failure affect the validity of this Agreement.

16. Severability

No provision of this Agreement that may be deemed unenforceable shall in any way invalidate any other provision or provisions hereof, all of which shall remain in full force and effect.

17. Governing Law

This agreement shall be governed by the laws of the Commonwealth of Massachusetts.

ZOLL X Series Lease Agreement AGREEMENT #XXXXXXX

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date appearing below their respective signatures.

ZOLL MEDICAL CORPORATION

BY: Jeff Roberts

Print Name: Jeff Roberts

Title: Vice President

Date: 01/13/2020

OKALOOSA COUNTY DEPARTMENT OF PUBLIC SAFETY

By: _____

Print Name: _____

Title: _____

Date: _____

Please sign and return via e-mail, fax or mail to
Contracts Department

EMAIL: contracts@zoll.com
FAX: (978) 421-0005
MAIL : ZOLL Medical Corporation
Worldwide Headquarters
Att.: **Contracts Department**
269 Mill Road
Chelmsford, MA 01824 - 4105



Envelope Data

Subject: urgent- Okaloosa- Signature Required
Documents: Okaloosa County X Series Lease Agreement per Quotation No. 329451 V2.doc
Document Hash: 53374510
Envelope ID: ENV45562226-1327-DECB-1522-CFEC
Sender: Emily Sullivan
Sent: 1/13/2020 9:39:57 PM UTC
Status: Completed
Status Date: 1/13/2020 9:47:50 PM UTC


Recipient(s) / Roles

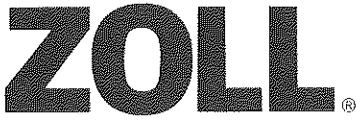
Name / Role	Address	Type
Emily Sullivan	Emily.Sullivan@zoll.com	Sender
Jeff Roberts	jroberts@zoll.com	Signer

Document Events

Name / Roles	Email	IP Address	Date	Event
Emily Sullivan	Emily.Sullivan@zoll.com	67.218.11.54	1/13/2020 9:39:57 PM UTC	Created
Jeff Roberts	jroberts@zoll.com	70.187.3.23	1/13/2020 9:47:51 PM UTC	Signed
			1/13/2020 9:47:50 PM UTC	Status - Completed

Signer Signatures

Signer Name / Roles	Signature
Jeff Roberts	



Okaloosa County Department of Public Safety
 90 College Boulevard East
 Niceville, FL 32536

ZOLL Medical Corporation

Worldwide Headquarters
 269 Mill Rd
 Chelmsford, Massachusetts 01824-4105
 (978) 421-9655 Main
 (800) 348-9011
 (978) 421-0015 Customer Support
 FEDERAL ID#: 04-2711626

Attn: **Okaloosa County Purchasing Department**

QUOTATION 329303 V:1

DATE: January 10, 2020

email: dwelborn@myokaloosa.com

TERMS: Net 30 Days

Tel: 850-200-5521

FOB: Shipping Point

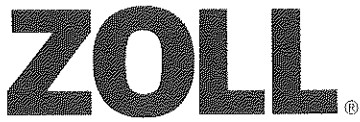
FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2241011-01	<p>X Series @ Manual Monitor/Defibrillator with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide <p>• One (1)-year EMS warranty</p> <p>Advanced Options: Real CPR Help Expansion Pack CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p>	15	\$42,375.00	\$27,543.75	\$413,156.25 *

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Mike Saner
 EMS Territory Manager
 402-616-7977

1. DELIVERY WILL BE MADE 120-150 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 90 DAYS.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
- FORWARD PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT esales@zoll.com OR FAX TO 978-421-0015.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.



ZOLL Medical Corporation

Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

Okaloosa County Department of Public Safety
90 College Boulevard East
Niceville, FL 32536

Attn: **Okaloosa County Purchasing Department**

email: dwelborn@myokaloosa.com

Tel: 850-200-5521

QUOTATION 329303 V:1

DATE: January 10, 2020

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		ZOLL Noninvasive Pacing Technology: Masimo Pulse Oximetry SP02, SpCO & SpMet • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: Order required Microstream tubing sets separately Interpretative 12- Lead ECG: • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	15	\$245.00	\$183.75	\$2,756.25 *
3	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	15	\$845.00	\$633.75	\$9,506.25 *

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email: dwelborn@mvokaloosa.com

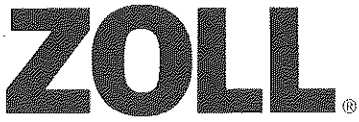
Tel: 850-200-5521

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
4	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	15	\$52.45	\$39.34	\$590.10 *
5	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	15	\$157.50	\$118.12	\$1,771.80 *
6	8000-0580-01	Six hour rechargeable Smart battery	30	\$519.75	\$389.81	\$11,694.30 *
7	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	15	\$992.25	\$744.19	\$11,162.85 *
	8000-001405-01	Kit, MultiTech MTC Cat M1 Cell Modem, Verizon	15	\$895.00	\$671.25	\$10,068.75 *
9	8778-0104	1 Year Extended Warranty (at time of equipment sale)	15	\$990.00	\$990.00	\$14,850.00
10	8778-0115	2 Year, 1 Preventative Maintenance (at time of equipment sale)	15	\$460.00	\$460.00	\$6,900.00
11	8778-100055	On- Site Support at Time of Sale, 5 Years	15	\$4,680.00	\$4,680.00	Optional

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
12	8778-0121	5 Year Extended Warranty (at time of equipment sale)	15	\$4,290.00	\$4,290.00	Optional
*Reflects Discount Pricing.						

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TOTAL \$482,456.55

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ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as "Equipment"). Any acceptance of such offer is expressly limited to the terms of this Quotation, including General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract") the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

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

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, 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 ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items 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 Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse 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 ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor strikes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - If this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - If this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

EMS ONE YEAR PRODUCT LIMITED WARRANTY

ZOLL Medical Corporation (ZOLL) warrants to the Customer that from the date of shipment from ZOLL's facility, the equipment (constituting the Defibrillators and Battery Chargers) will be free from defects in material and workmanship under normal use and service for the period of one (1) year from the date of shipment. The Factory Warranty covers all parts, labor, shipping and insurance costs for the repair of the equipment. A Service Loaner is provided at no charge for use during the repair.

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

Accessories (constituting the cables, paddles, SpO2 sensors, single battery chargers and electrodes) shall be warranted for 90 days from date of shipment. During such period ZOLL will, at no charge to the Customer, either repair or replace (at ZOLL's sole option) any part of the accessories found by ZOLL to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship; ZOLL's regular service charges shall apply.

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

This warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, patient cables and accessories.

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

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

TECHNICAL SUPPORT AND SERVICE

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

Hours of Coverage

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

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

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

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

Emergency Service

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

Repairs

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

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

Service Loaners

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

Hourly Labor Rates

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

Overtime Hours and Rates

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

On-site Service

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

Replacement Parts

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

Repair Exchange (R/X) Program

The Repair Exchange program allows you to purchase "Repair Exchange Parts" at 50% off List Price. When an order is shipped for a "Repair Exchange Part", you will receive an invoice at full list price. Once the repair is complete, you must return the defective module for repair. Once the defective part is returned, if the module is repairable, you will receive a credit for 50% off the List Price of the Invoice.

Guaranteed Parts Availability

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

Guaranteed Service Turnaround Time

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

Guaranteed Equipment Uptime

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

OPTIONAL SERVICE CONTRACT PROGRAMS

Preventive Maintenance Programs

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

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

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

Extended Warranty Programs

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

Biomedical/Service Training Program

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

Rental Equipment

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

EXTENDED WARRANTY SERVICE CONTRACT BENEFITS

- Parts and Labor for the repair of the defibrillator
- Shipping, Handling and Insurance fees
- 25% Discount off of current list price of Lithium SurePower™ Battery Pack
- 20% Discount off of current list price of Cables
- Special Preventive Maintenance Price when purchased with Extended Warranty

ZOLL SERVICE CHARGES

Service Charges	Out of Warranty	Under Warranty or Service Contract
Loaner	No Charge	No Charge
Minimum Service Charges		
AED Plus/PRO	\$195.00	No Charge
Battery Charger	\$195.00	No Charge
M Series	\$255.00	No Charge
E Series	\$255.00	No Charge
R Series	\$255.00	No Charge
X Series	\$255.00	No Charge
AutoPulse	\$425.00	No Charge
PropaqMD	\$600.00	No Charge
Labor	\$150.00 per hour	No Charge *
Parts	List Price	No Charge *
Shipping / Handling	AutoPulse - \$60 All Others - \$30	No Charge

*Please see your Service Contract for details concerning situations that would result in parts of labor not being covered by the contract.

X Series®

ZOLL®



Xtremely
Small, Light, and Powerful

ALMOST TWO TIMES LIGHTER THAN OTHER POPULAR MONITORS

The X Series® extends the ZOLL legacy of smaller, lighter monitor/defibrillators. Pick it up. Feel the difference. At 11.7 pounds (6 kilograms), chances are it's twice as light as what you're carrying today.

MOST COMPACT, BEST EQUIPPED

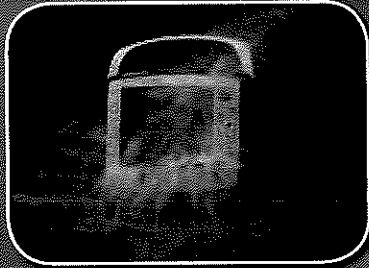
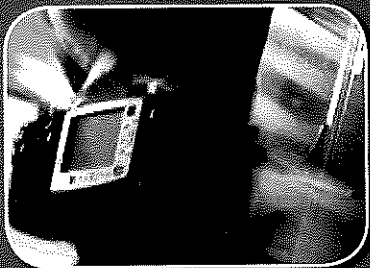
Starting with a high-contrast, color display that simultaneously shows up to four waveforms, the X Series delivers the capabilities you expect from a full-featured monitor—for neonates through adults. And it can be equipped with a complete selection of best-in-class parameters, including Masimo® rainbow® SET pulse CO-Oximetry, Microstream® etCO₂, and Welch Allyn NIBP, as well as three invasive pressures and two temperature channels.

A MILITARY HERITAGE OF DURABILITY

Driven by requirements from air transport and field military operations, the X Series raises the bar for durability. It complies with standards requiring normal operation following multiple drops from a height of 6.5 feet (2 meters). An industry-best ingress protection rating of IP55 means no other monitor is protected from dust particles and water like the X Series.



Because Medics Carry More
These Days



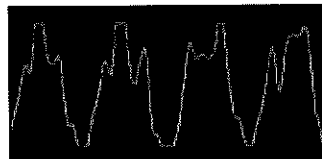
Compact and lightweight without compromise in performance or durability

MAKING THE DIFFERENCE FOR PATIENTS

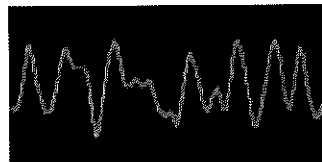
When several Arizona fire departments deployed Real CPR Help® in combination with scenario-based training, the likelihood of patient survival nearly tripled.¹ In a study involving 373 medics and 484 patients, the odds of surviving cardiac arrest were 2.7 times better when Real CPR Help was used.

A TOOL FOR SHORTENING PAUSES

Pre-shock pauses as brief as 10 seconds adversely impact survival.² The X Series is equipped with industry-exclusive See-Thru CPR® filtering technology. It reduces the length of interruptions by removing compression artifact so that medics can look for organized electrical activity during compressions.



Unfiltered ECG signal during CPR



Signal filtered by See-Thru CPR



BECAUSE CPR IS A TEAM ACTIVITY

Not everyone who works a code is an experienced responder. The CPR Dashboard™ is a real-time window that gives team leaders an at-a-glance look at the quality of first-responder CPR.

EVEN THE BEST RESCUER FATIGUES

Real CPR Help prompts by exception. This means when medics are fresh and delivering good compressions, it is silent. With repetitive two-minute cycles, even the most fit medic tires. When compressions fall out of range, it gently guides rescuers back to high-quality, Guidelines-compliant compressions.

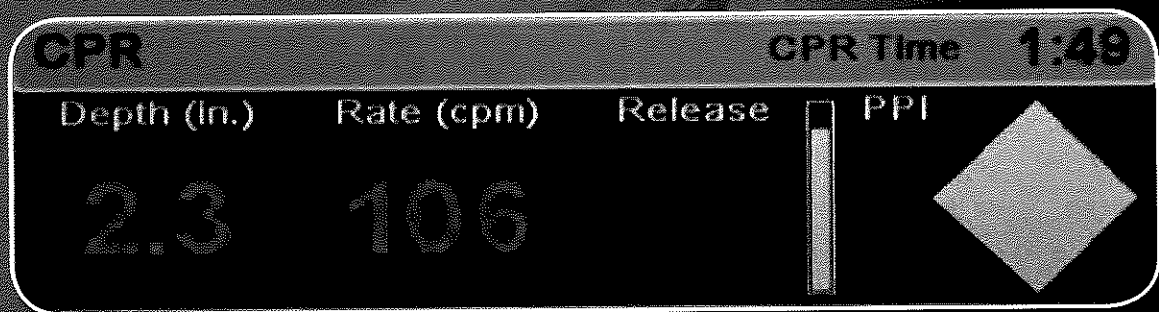
“Poor-quality CPR should be considered a preventable harm.”

—AHA Consensus Statement on CPR Quality³

¹ Bobrow BJ, et al. *Annals of Emergency Medicine*. 2013;62:47-56.

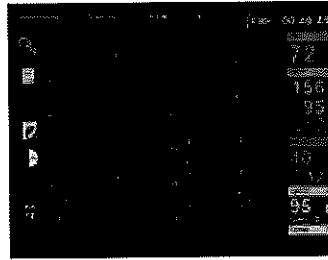
² Cheskes, et al. *Circulation*. 2011;124:58-66.

³ Meaney PA, et al. *Circulation* 2013;128:417-35.



CPR Dashboard is a real-time window on the key metrics of high-quality compressions.

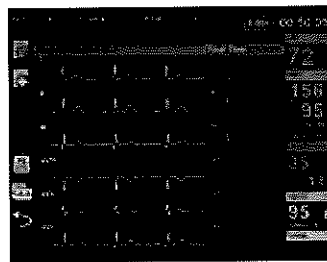
**12 LEADS ON SCREEN
IMPROVE TRACE QUALITY**
The STEMI View lets medics see trace quality simultaneously in all leads. Confidently record a 12-lead ECG with the expectation it will be clean the first time and ready for transmission without delay.



STEMI View

A WINDOW TO SERIAL ECG CHANGES

Unstable patients call for extraordinary vigilance. Substantial ST changes can occur between the initial transmission and arrival at the hospital.⁴ The Split-Screen View keeps medics on top of the situation by displaying the real waveform next to one that was previously acquired.



Split-Screen View

QUICKER, MORE CONFIDENT DECISIONS

At 94% sensitivity for detection of early STEMI, the X Series 12-lead algorithm is unmatched by other popular monitors. Make that alert call knowing it is based on the best algorithm.

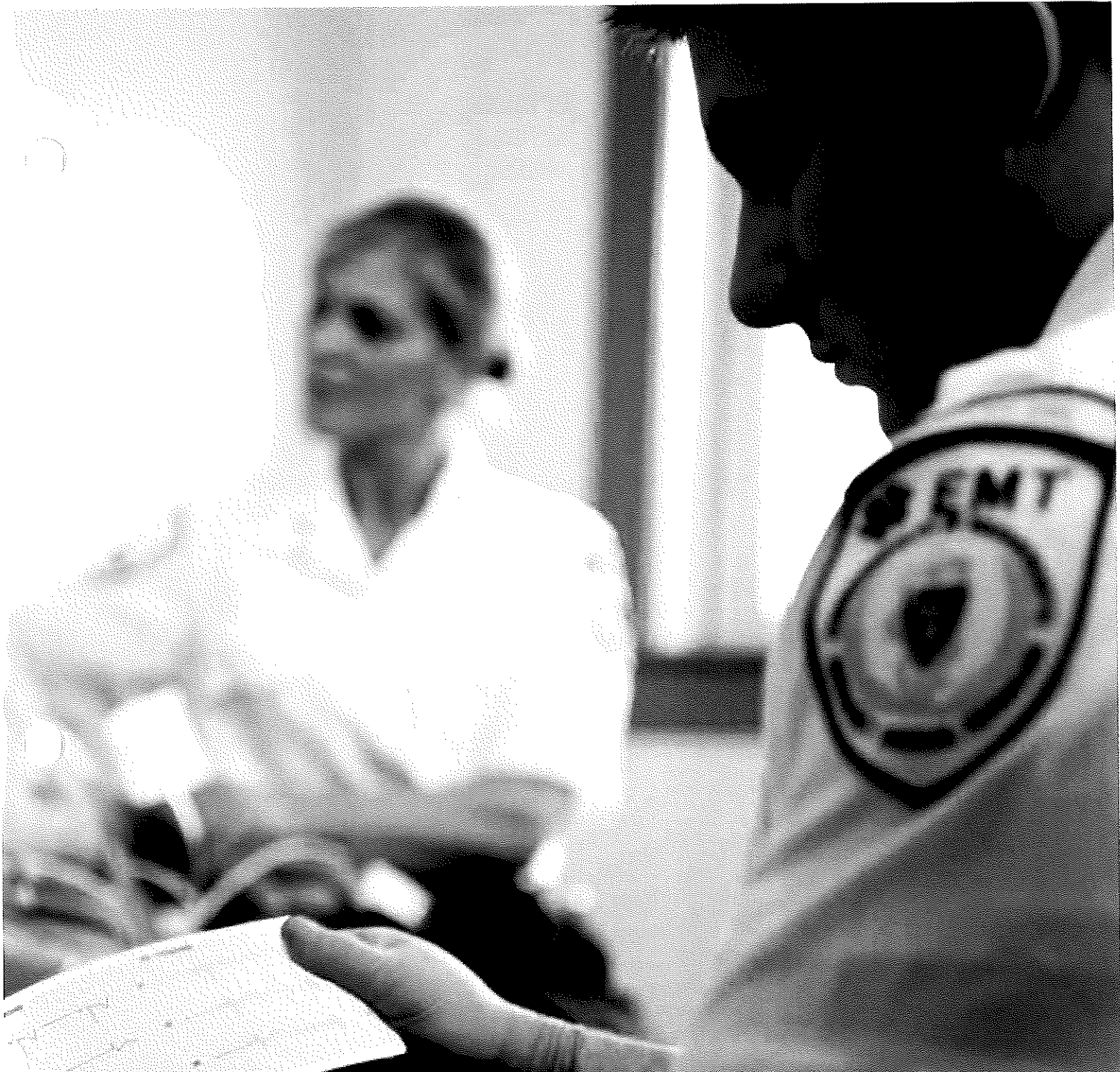
OPEN ARCHITECTURE MAXIMIZES STEMI OPTIONS

The X Series puts medics in the best position to decide where to take a patient. Its open architecture means the X Series can transmit a 12-lead ECG into all of the leading STEMI and cardiology management systems.

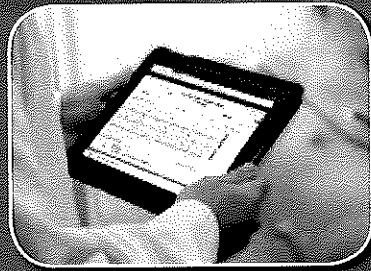


Reduce Time to Balloon with Advanced 12-Lead Capabilities

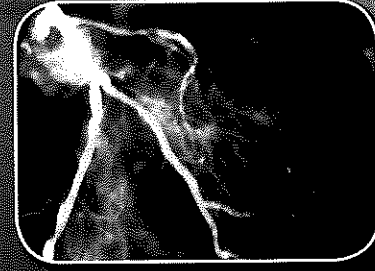
⁴ Davis M, et al. *Prehosp Emerg Care* 2014;18:9-14.



Confident decisions from the field



12-leads — anywhere, anytime



Fast, efficient delivery to the cath lab

DESIGNED WITH CHARTING IN MIND

The X Series is designed with electronic charting in mind. It redefines what a monitor should send to the patient record. The built-in memory ensures a complete patient record is transmitted by capturing 24 hours of event (ECG and vital signs) or trend data, and up to 1,000 time-stamped events.

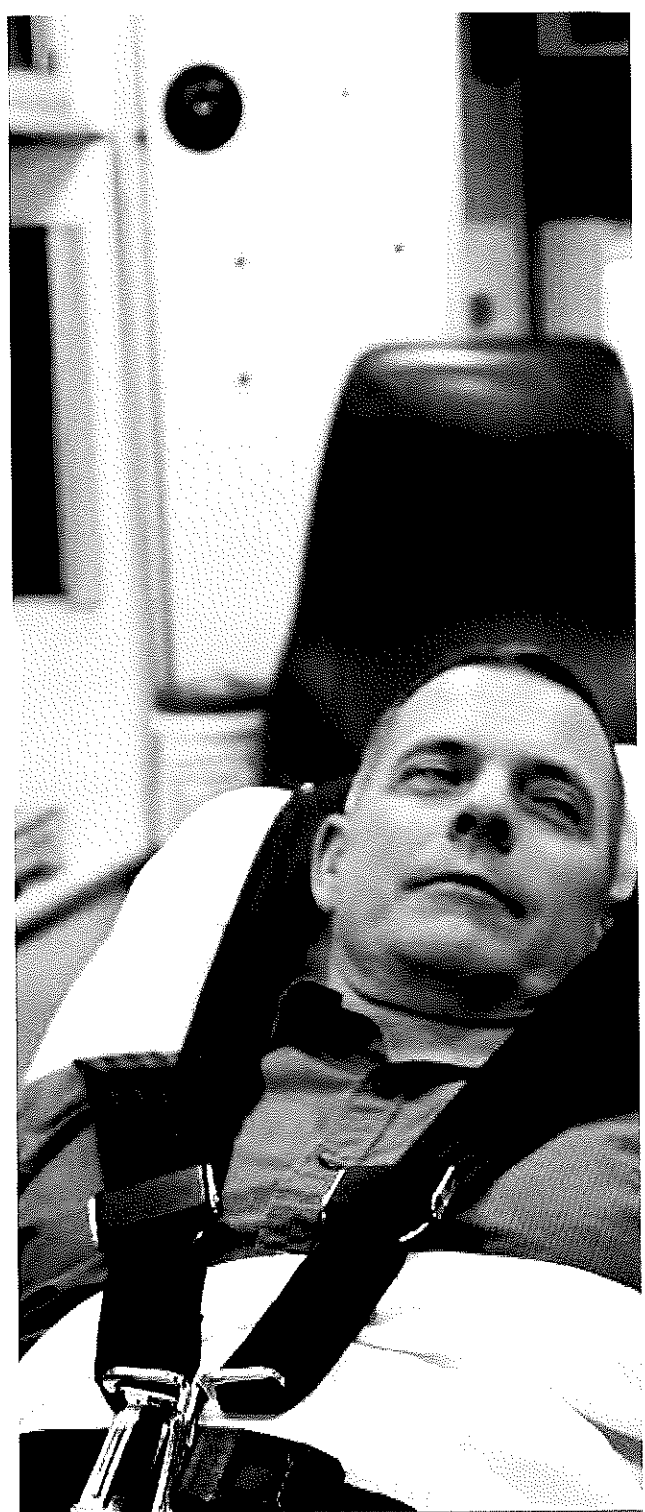
TRANSMIT AT THE SPEED OF WIFI

The X Series simplifies transmission. Its standard communication package makes wires, cables, and "dongles" a thing of the past. It is the first monitor to integrate WiFi, Bluetooth, and USB capabilities as part of the standard communication package.

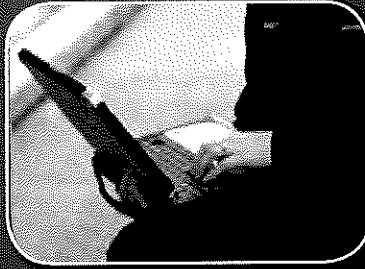
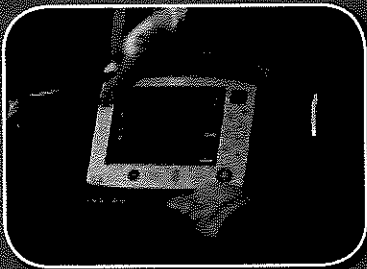


AN OPEN, UNIVERSAL ePCR SOLUTION

The X Series speeds medic charting by seamlessly uploading the event record. It automatically populates patient data fields in many of the leading ePCR systems. ZOLL's open interface software development kit (SDK) is available to all ePCR vendors.



Simplify Charting with
Advanced Communication



The X Series redefines how a monitor should work with your charting system.

Big Screen Small Device

X Series

View up to four waveforms of your choice. Switch from a brilliant color display to either high-contrast black-and-white or night-vision mode to ensure visibility under extreme conditions.

Visual Alarm Indicator

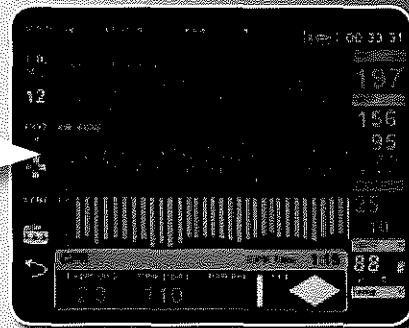
Oridion
Microstream®
Capnography

Masimo® rainbow® SET
Pulse CO-Oximetry



Resuscitation View

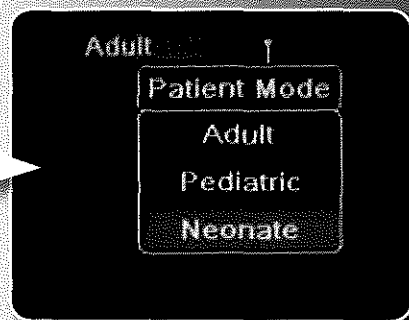
You get unequalled support for CPR. Display CPR Dashboard along with the real-time depth indicator and the filtered ECG that See-Through CPR provides.



Ready-for-Use Indicator

Patient-Specific Settings

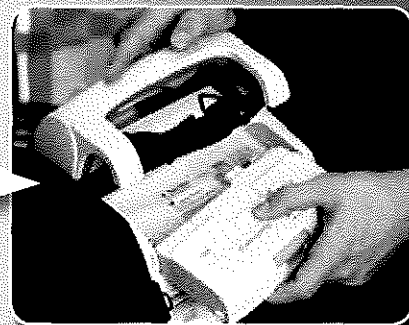
Select the mode—Adult, Pediatric, or Neonate—and the alarm thresholds and energy levels will automatically adjust.



Welch Allyn NIBP with Sure BP® and SmartCuf®

SurePower System

The lithium-ion SurePower™ II battery delivers six hours of continuous run time. That's enough power for even the busiest EMS operation.



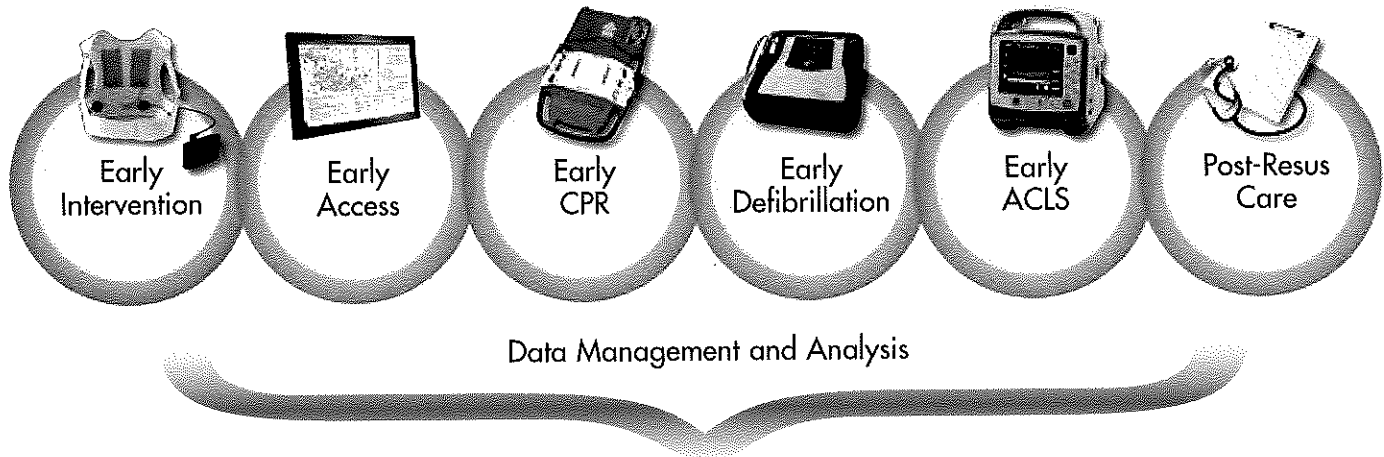
Preconnected CPR Stat-padz® for monitoring, pacing, defibrillation, and Real CPR Help®

RescueNet® Code Review

Conduct post-event analysis in support of QA, training, and documentation programs with this unparalleled software tool.



Impacting Outcomes Link by Link



EARLY INTERVENTION

Immediate defibrillation is the single most important factor in saving an SCA victim's life. ZOLL's LifeVest® Wearable Defibrillator is the ultimate early intervention for high-risk patients.



EARLY ACCESS

A timely 911 response is critical to survival. ZOLL's RescueNet® suite of call management products helps ensure the right resources get to the right place ASAP.



EARLY CPR

More than half of arrests involve non-shockable rhythms. Delivering consistent, high-quality CPR, whether manually using Real CPR Help or mechanically with the AutoPulse®, is the basis of treatment for these patients.



EARLY DEFIBRILLATION

Patients benefit when AEDs are deployed. While the AED Plus® brings simplicity to the public responder, the AED Pro® delivers the durability expected for the first responding BLS provider.



EARLY ACLS

Whether it is ZOLL's biphasic waveform, which is superior in high-impedance patients, an external pacing waveform that captures twice as often at half the current, or best-in-class patient monitoring, ZOLL ensures providers are equipped to deliver the best care possible.



POST-RESUSCITATION CARE

It is increasingly evident that post-resuscitation care is a vital link in the Chain of Survival. Goal-directed therapy, including fever control, fluid management, and glucose control, promise to improve outcomes. ZOLL has technologies for temperature management and delivery of fluid and blood products.

ADVANCING RESUSCITATION. TODAY.®

ZOLL Medical Corporation | 269 Mill Road | Chelmsford, MA 01824 | 978-421-9655 | 800-804-4356 | www.zoll.com

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Microstream is a registered trademark of Oridion Medical 1987 Ltd.

Printed in U.S.A.
MCN EP 1312 0018

For subsidiary addresses and fax numbers, as well as other global locations, please go to www.zoll.com/contacts.

ZOLL®

X Series™



Technical Specifications:

Xtremely Small, Light, and Powerful

- At less than 12 pounds/6 kilograms, the X Series is about half the size and weight of other full-featured devices.
- Its large, bright screen allows for simultaneous viewing of four traces, all 12 ECG leads, or static and dynamic 12-lead views on a “split screen.”
- The device also incorporates the latest, most advanced and most complete monitoring capabilities, including “gold standard” Masimo® rainbow® SET Pulse CO-Oximetry and Welch Allyn’s Rapid NIBP technology to improve accuracy and reliability.

CPR with Confidence

- CPR Dashboard™ provides real-time numeric depth and rate values and has a CPR timer that switches to an idle timer when compressions are stopped. The release indicator and the perfusion performance indicator (PPI) also help maximize CPR performance.
- See-Thru CPR® (unique to ZOLL®) helps minimize the duration of interruptions by filtering out artifact, allowing you to see organized underlying rhythms during CPR.

Unsurpassed 12-lead Data Collection and Communications Capabilities

- The X Series is the first monitor/defibrillator with integrated WiFi. Bluetooth® and USB cellular modem capabilities are standard as well.
- The X Series is designed to work in conjunction with the new RescueNet® Link EMS communications system.* With RescueNet Link, patient data can be automatically uploaded and streamed to remote displays in ambulances, hospitals, and communication centers while the rescuer cares for the patient on scene and in transit.
- The X Series acquires, stores, and transmits 12-leads to ZOLL's easy-to-use and economical RescueNet 12-Lead and RescueNet MedGate 12-Lead management systems.

ZOLL®

General

Weight: 11.7 lbs. (5.3 kg) with battery and paper

Dimensions: 8.9 in (22.6 cm) x 10.4 in (26.4 cm) x 7.9 in (20.1 cm)

Electromagnetic Protection: Solid Foreign Object:

IEC 60601-1-2 Class B, IP5X

Wavelength: 60529, IPX5

Operating Temperature: 0 to 50°C

Humidity: 15 to 95% RH (non-condensing)

Vibration: MIL-STD 810G, Method 514.6, 4.4.2 Procedure II

EN ISO 9919 (per IEC 60068-2.64)

EN 1789 for ambulance. RTCA/DO-160G

(multiple helicopter frequencies)

Shock: IEC 60068-2-27, 100g, 6 ms half sine

Drop: EN 1789, 30-inch functional drop, IEC 60601-1, tested at 2 meters

Altitude: -170 m to 4572 m (-557 feet to 15,000 feet)

Monitor/Display

Size: 6.5 in (16.58 cm) diagonal

Input: 3-lead, 5-lead, or 12-lead patient cable, paddles, or multifunction electrodes

Type: Color LCD, 640 x 480 pixels, 800 MCD

Sweep Speed: 25 mm/sec or 50 mm/sec (user selectable)

Lead Selections: Paddles (Pads), I, II, III, AVR, AVL, AVF, V1-6

Frequency Response:

(user selectable)

0.67 – 20 Hz Limited mode

0.67 – 40 Hz Monitor mode

0.25 – 40 Hz Filtered diagnostic mode

0.05 – 150 Hz Diagnostic mode

Defibrillator

Waveform: Rectilinear Biphasic™

Energy Selections: 1, 2, 3, 4, 5, 6, 7, 8, 9,

10, 15, 20, 30, 50, 70, 85, 100, 120, 150, 200

Joules

Energy Display: Display indicates selected and delivered energy

Charge Time: Less than 7 seconds with a new, fully charged battery

Charge Controls: Front panel and on apex paddle

Pads/Paddles: Hands-free pads and external adult and pediatric paddles. Adult paddles slide off to expose pediatric paddles.

Synchronized Mode: Synchronizes defibrillator pulse to patient's R wave. "SYNC" message displayed on monitor and markers shown on both monitor and recorded ECG. Meets Clause 104 of AAMI DF80.

Patient Modes

User Selectable: Adult, Pediatric, Neonate.

Automatically sets configurable defaults

for alarm limits, defibrillation energy, and

NIBP settings.

Trends (on-screen)

Tabular numeric format

All parameters trended/viewable

Trend Intervals: 1, 5, 10, 15, 30, 60 minutes

Duration: 24 hours at 1-minute intervals

Snapshots: Minimum of 32 (12 seconds

of pre- and post-button press)

Quick-access trend display via quick-access button

Memory Capacity

A combination of 24 hours of trends at 1-minute intervals, 1000 time-stamped events, and 32 snapshots, including monitor, defibrillator, pacer, and treatment snapshots

Pacer

Type: External transcutaneous pacing

Pulse Types: Rectilinear, constant current

Pulse Width: 40 ms ± 2 ms

Pacer Rate: 30 – 180 bpm ± 1.5%

Output Current: 0 – 140 mA ± 5% or 5 mA, whichever is greater

Modes: Demand and Fixed

CPR

CPR Feedback Technology

See-Thru CPR®: Artifact filtering

Real CPR Help®: Real-time depth and rate feedback

CPR Dashboard™: Numeric readout of depth and rate, release indicator, perfusion performance indicator (PPI)

ECG

Cable Detection: Automatic 3-, 5-, 12-lead ECG

Input: 3-lead cable, 5-lead cable,

12-lead cable, paddles, therapy cable

Leads: I, II, III, AVR, AVL, AVF, V1 – V6

Heart Rate Range: 30 – 300 bpm

Heart Rate Accuracy: ± 3 bpm or 3%

Pacer Detection and Display

ECG Sizes: 0.125, 0.25, 0.5, 1, 2, 4 cm/mV, and auto-ranging

Sweep Speed: 25 mm/sec, 50 mm/sec

Masimo® SET SpO₂

Saturation Range: 1 – 100%

Saturation Accuracy:

Oxygen saturation during no-motion conditions:

Adults, Pediatrics: 70 – 100%, ± 2 digits

0 – 69%, unspecified

Neonates: 70 – 100%, ± 3 digits

0 – 69%, unspecified

Oxygen saturation during motion conditions

Adults, Pediatrics: 70 – 100%, ± 3 digits

0 – 69%, unspecified

Neonates: 70 – 100%, ± 3 digits

0 – 69%, unspecified

Oxygen saturation during low-perfusion conditions:

Adults, Pediatrics: 70 – 100%, ± 2 digits

0 – 69%, unspecified

Neonates: 70 – 100%, ± 3 digits

0 – 69%, unspecified

Pulse Rate Range: 25 – 240 bpm

Pulse rate during no-motion conditions:

Adults, Pediatrics,

Neonates: 25 – 240 ± 3 digits

Pulse rate during motion conditions

Adults, Pediatrics,

Neonates: 25 – 240 ± 5 digits

SpO₂ Average time setting:

4, 8 (default), 16 seconds

Masimo rainbow® SET SpCO®

Range: 0 – 99%

Accuracy: 1 – 40% ± 3 digits

Masimo rainbow® SET SpMet®

Range: 0 – 99%

Accuracy: 1 – 15% ± 1 digits

Non-Invasive Blood Pressure (NIBP)

Smartcut® and Sure BP® NIBP technology

Measurement Intervals: Automatic 1-, 2-, 3-,

5-, 10-, 15-, 30-, 60-minute, and manual

quick-action NIBP Start/Stop button

TurboCuf: 5 min of repeated NIBP readings

Display: Systolic, diastolic, mean. Viewable

on-screen with large numerics.

Cuff Overpressure Protection

Typical Measurement Time:

30 – 45 sec (on deflation)

15 – 30 sec – Sure BP (on inflation)

Standard Cuff Sizes: Neonate #1 – #5, Infant,

Small Child, Small Adult, Adult Long, Large

Adult, Thigh

Default Cuff Inflation Pressure:

Adults: 160 mmHg

Pediatrics: 120 mmHg

Neonates: 90 mmHg

Pressure Measurement Range:

Systolic: 20 – 260 mmHg

Diastolic: 10 – 220 mmHg

Mean: 13 – 230 mmHg

Maximum Cuff Inflation Pressure:

Adults: 270 mmHg

Pediatrics: 170 mmHg

Neonates: 130 mmHg

EtCO₂

Range:

0 – 150 mmHg

Accuracy:

0 – 38: ± 2 mmHg

39 – 150: ± 5% + .08 mmHg >38

Respiration Range: 0 – 149 breaths per minute

Respiration Rate Accuracy:

0 – 70 bpm ± 1 bpm

71 – 120 bpm ± 2 bpm

121 – 149 bpm ± 3 bpm

Flow rate: 50 ml/min -7.5 + 15 ml/min

Typical response time: 2.9 seconds

Maximum response time: 3.9 seconds

Impedance Pneumography

Displayed Data: Numeric breath rate,

impedance waveform

Breath Rate Range: Adult, Pediatric:

2 to 150 breaths/minute. Neonates: 3 to 150

breaths/minute.

Breath Rate Accuracy: 2% or ± 2, whichever is greater

Displayed Breath Rate: Average of last

10 breath-to-breath rates

Leads: Lead I (RA – LA), Lead II (RA – LL)

Sweep Speed: 3.13, 6.25, 12.5 mm/sec

Alarm Settings: High, low, and no breath rate alarm

Invasive Pressure

Three Channels

Pressure Range: -30 – 300 mmHg

Pulse Rate Measurement Range:

25 – 250 bpm

Formats: S/D, S/D (M), (M) user selectable

User-Selectable Labels: P1, P2, P3, ABP,

AO, ART, CVP, BAP, FAP, LAP, PAP, RAP, UAP,

UVP, ICP

Transducer Requirements:

5M µV/V/mmHg

Zero Adjustment: ± 200 mmHg

Numeric Pressure Accuracy: ± 2 mmHg or

2% reading, whichever is greater of reading,

plus transducer error

Transducer Connector: Standard 6-pin AAMI

Temperature

Two YSI 400/700 series-compatible channels

Range: 0 – 50°C (32 – 122°F)

Units: °C or °F

Display: T1, T2, and Delta temp

Accuracy: ± 0.1°C (± 0.06°F) from 10 – 50°C

(50 – 122°F) ± 0.2°C (± 0.11°F) from 0 – 10°C

(32 – 50°F)

Printer

Type: High-resolution thermal array

Annotation: Time, date, ECG lead, ECG gain,

heart rate, defibrillation, and pacing

parameters and treatment summary events

Paper Width: 80 mm

Paper Speed: 25 mm/sec, 50 mm/sec

Delay: 6 seconds

Frequency Response: Automatically set

to monitor's frequency response

Record Modes: Manual and automatic

(user configurable)

Print Option: Single waveform or a combina-

tion up to 3, on alarm, snapshots, treatment

summary report, and trend summary

Battery

Type: Rechargeable lithium-ion, 11.1 Vdc,

6.6 Ah, 73 Wh

Capacity: With a new, fully charged battery

operating at room temperature: At least 6 hours

of continuous monitoring of ECG, SpO₂, CO₂,

3 invasive pressure channels, and 2 channels of

temperature, with NIBP measurements every 15

minutes and 10 200-joule shocks. 300 shocks at

200 joules with fully charged new battery at

room temperature. At least 3.5 hours pacing,

with ECG, SPO₂, CO₂, three invasive pressures,

temperature, NIBP every 15 minutes and pacing

at 180 ppm, and 140 mA.

AC Power Adapter: 100 – 240 VAC 50, 60 Hz,

2A 100 – 115 VAC 400Hz, 2A

ADVANCING RESUSCITATION. TODAY.®

ZOLL Medical Corporation
Worldwide Headquarters
269 Mill Road
Canaan, MA 01824

9655

800-448-9011

www.zoll.com

For subsidiary addresses and fax numbers, as well as other global locations, please go to www.zoll.com/contacts.



*This functionality will be available in future updates.

Specifications subject to change without notice.

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ZOLL



X SERIES®

ZOLL®

Durability Beyond Compare

TESTED TO THE MOST DEMANDING STANDARD

When it comes to durability, the X Series® is tested to a more challenging standard than any other monitor on the market. That's because its durability is measured against the most current military-specified standards. Withstanding multiple 6.5 feet (2 meters) drops, the X Series exceeds the IEC failsafe standard.

X Series Excels in Every Critical Comparison

	ZOLL X Series	Physio-Control Lifepak 15 ¹	Philips MRx ²
Size	731 cubic inches	1796 cubic inches	1204 cubic inches
Weight	11.7 lbs.	20.1 lbs.	13.2 lbs.
Drop-Test	IEC 60601-1 at 6.5 feet: 26 drops	EN 1789: 30-inch drop onto each of 6 surfaces; 5 drops on each side from 18 inches onto a steel surface	IEC 68-2-32 free fall onto a steel surface, 30 inches with carrying case
Operating Temperature	0-60°C	0-45°C	0-45°C
Shock	100 g	40 g	30 g
Ingress Protection Rating	IP 55	IP 44	IP 24

MEETS THE EMS CHALLENGE, NO MATTER WHAT

There's a reason hospital equipment doesn't make it in the EMS world. Monitors are rained on, snowed on, bled on, and worse. Originally developed to survive the extreme conditions of the battlefield, the X Series is more than up to the EMS challenge.

The X Series holds an industry-best ingress protection (IP) rating. At IP55, the X Series is virtually immune to the onslaught of water, dust, and body fluids your equipment faces in the field.

Ingress Protection (IP) Rating 55

First digit	0	1	2	3	4	5	6	7	8
Protection against foreign objects	Not protected	>50 mm	>12.5 mm	>2.5 mm	>1.0mm	Dust protected	Dust tight		
Second digit	0	1	2	3	4	5	6	7	8
Protection against moisture	Not protected	Dripping water	Dripping water tilted up to 15° N	Spraying water	Splashing water	Water jets	Heavy seas	Immersion	Submersion

Your Back Is Your Livelihood

7 POUNDS
LESS PER LIFT

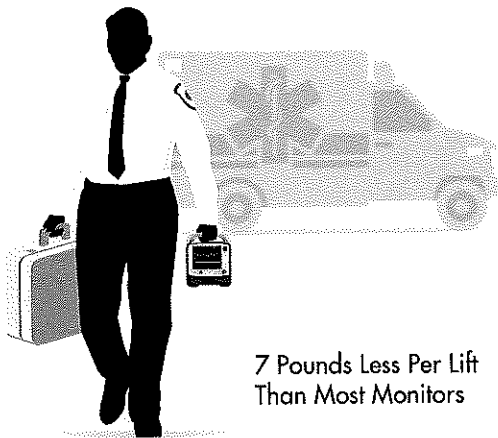
When asked to name the number one attribute they look for in a monitor, EMS professionals are consistent. They put size and weight at the top of their list.

Back injuries are the most common reason medics leave EMS. One in four EMS practitioners experiences a career-ending injury within the first four years of service³ because of the cumulative weight they lift. And every year, half of all EMS workers report suffering back pain.

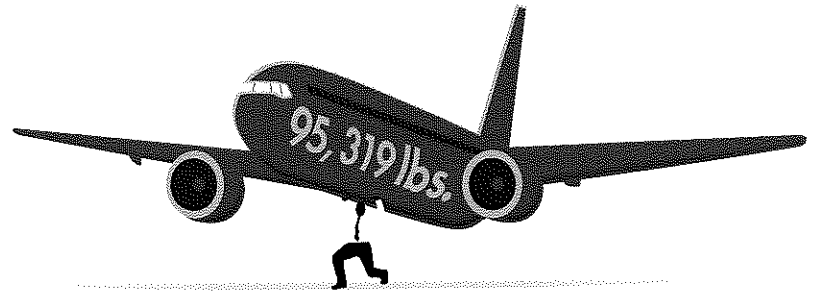
That's why ZOLL continually focuses on reducing monitor weight. At 11.7 pounds (6 kilograms), the X Series is probably twice as light as what you carry today. Pick it up; it's likely 7 pounds lighter.

Get that Boeing off your back. By switching to the X Series, you'll be carrying 112,000 less pounds over the course of your career—that's more than the weight of a Boeing 737!

What Would You Rather Carry?



7 Pounds Less Per Lift
Than Most Monitors



More Than the Weight of
a Boeing over Your Career*

Don't believe us? Here's the math:

*7 lbs. x 4 uses/shift x 2 lifts/use x 2 shifts/week x 50 weeks/year x 20 years/career = 112,000 lbs.¹ cumulative lifting

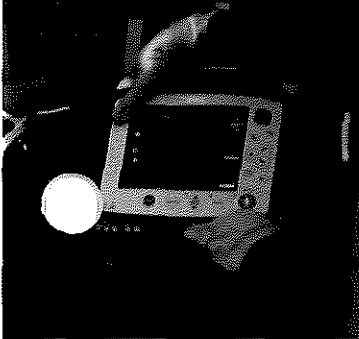
¹LifePak 15 Instructions for Use on www.physio-control.com as of 6/18/14.
²Philips MRx M3536A Instructions for Use on www.philips.com as of 6/18/14.

³Merrill, S., & Green, D. (2012). *Task performance and health improvement recommendations for emergency medical service practitioners*. San Diego, Calif.: American Council on Exercise.

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MCN EP 1406 0056



X SERIES®

ZOLL®

Forward-Thinking Communication for the New Frontier of EMS

The days of the "work alone" monitor/defibrillator are rapidly a thing of the past. An EMS monitor must connect. And that interface is expected to be seamless.

Today, time-sensitive STEMI programs and ePCR systems drive communication needs. Mobile integrated health care, community paramedicine, and health information exchanges are on the horizon. Real-time streaming data and video are inevitable. The monitor you buy today *must* anticipate these needs.

Communications are not an afterthought for the X Series®. It is designed to embrace these needs. The X Series comes standard with a communication package rivaled only by those of the latest smart phones. It stands ready for these new challenges.

THE FULL COMPLEMENT OF INTEGRATED TECHNOLOGY

The X Series is the first monitor to integrate a complete array of communications technology. The approach not only delivers an added layer of protection for the demands of the pre-hospital environment, it eliminates the need for cables and dongles.

Every X Series comes with the following communications capabilities:

- WiFi
- Bluetooth
- USB 2.0
- Ethernet

WIFI – YOUR GATEWAY TO THE FUTURE

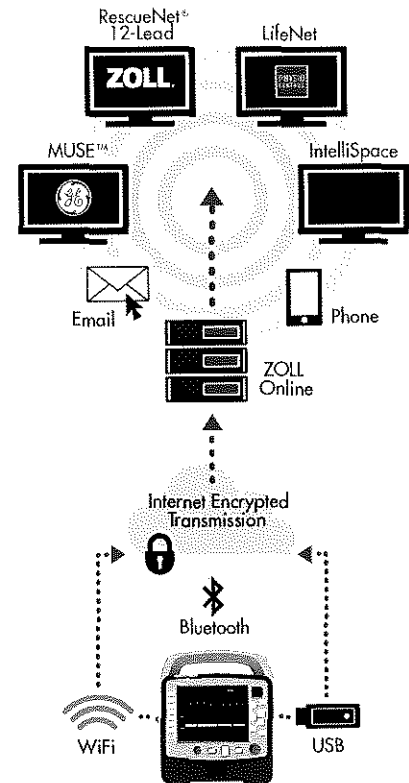
The X Series anticipates this future with its integrated WiFi transmitter. Compatible with the 802.11 a, b, g, and n standards, it delivers the speed required, and security expected, for sending large amounts of sensitive patient-care information.

OPEN ARCHITECTURE PUTS PATIENTS FIRST

The focus on "time to treatment" is all about process improvement. Sending a patient's 12-lead is its foundation in many places. The open architecture philosophy embodied by the X Series design gives services, and ultimately patients, a path to improvements that can't be matched by other monitors.

X Series 12-leads can be sent to all leading STEMI and cardiology management systems. A medic's transport decision can now be driven by the shortest time instead of compatibility with a hospital's system.

Open Architecture Maximizes STEMI Options



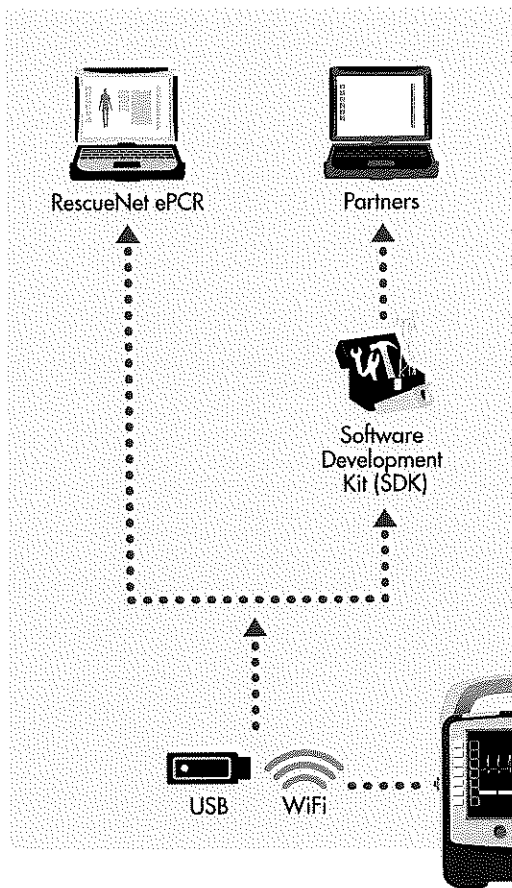
Designed for eCharting

The use of ePCR systems has dramatically increased the size of the files transmitted. And consider what's around the corner. The demands for real-time streaming waveforms and video will magnify the bandwidth requirements by more than ten-fold.

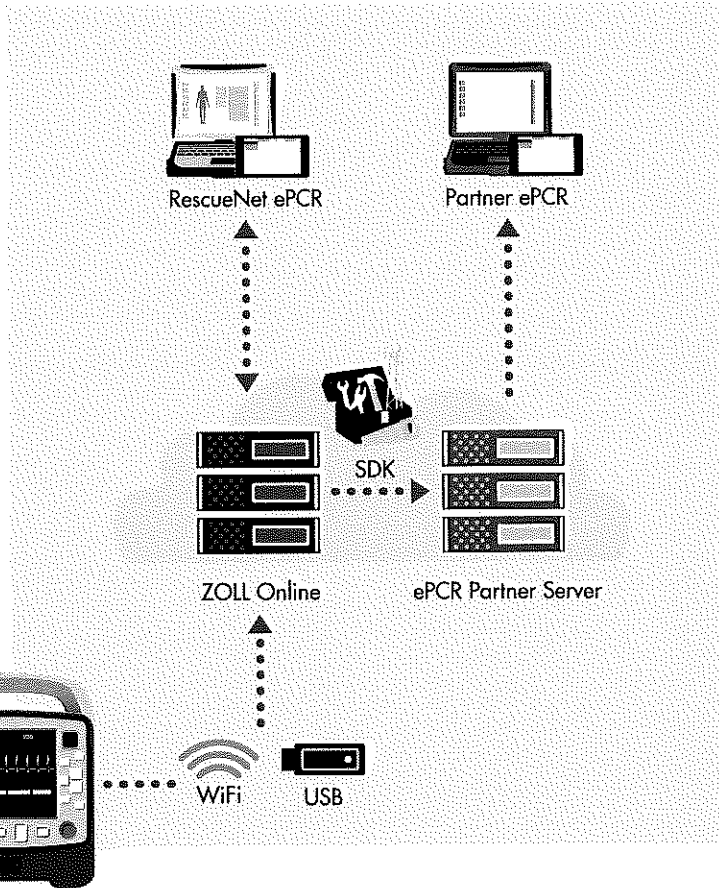
**FAST,
SEAMLESS
DATA UPLOAD
SIMPLIFIES
CHARTING**

The X Series redefines what a monitor should collect and send to the patient record. Its built-in memory ensures the complete patient record is transmitted by capturing 24 hours of event or trend data, and up to 1,000 time-stamped events. The X Series simplifies medic charting by seamlessly uploading the event record with the speed of a WiFi connection. It will automatically populate patient data fields for many of the leading ePCR systems.

Direct Transmission



Cloud-to-Cloud Transmission



ZOLL's open architecture makes it possible to send event files to all ePCR systems. In line with ZOLL's commitment to open architecture, a Software Development Kit (SDK) is available to any ePCR vendor desiring to complete the interface.

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Regional Paramedical Services
3925 Old Birmingham Hwy
Jasper AL 35501
David Waid
david@rpsems.com
205 601 0925

Christopher Phillips
Lieutenant, Paramedic
256-341-4866 Office
334 246 1661 Cell
Decatur Fire and Rescue
4119 Old Hwy 31 S
Decatur, AL 35601
cphillips@decatur-al-gov
cphillips@decatur-al-gov
cphillips@decatur-al.gov

Michael Harper 334-528-5857
Office 334 740 8303 Cell
e34725@eamc.net
East Alabama EMS
934 US 19
Opelika AL 36803

Medic Chief
Garrett Henderson
ghenderson@montgomeryal.gov
Montgomery Fire Rescue
19 Madison Avenue

Montgomery AL 36104

Dothan Ambulance

923 S Foster Street

Dothan AL 36301

Jason Trammell

Jb_trammell@dothanambulance.com

334-796-0215

EXHIBIT "B"

RFP PS 20-20
Okaloosa County Purchasing Dept.

Option 1 - Unit with SPO2/NIBP/ETCO2/12 lead/CO

TOTAL COST FOR 3 YEAR Rental as originally quoted	Per Year	Total 3 Years
15 Defibrillators/with Accessories	\$ 109,425.00	\$ 328,275.00
Maintenance Contract	\$ 9,375.00	\$ 28,125.00
Total Cost 3 Year Term	\$ 154,533.15	\$ 356,400.00
** Return Equipment at end of Term		
Total Cost 3 Year Rental		\$ 356,400.00