

**SUPPLEMENTAL AGREEMENT BETWEEN ALACHUA COUNTY ZOLL  
MEDICAL CORPORATION FOR CARDIAC MONITORS AND CARDIAC  
MONITOR PREVENTATIVE MAINTENANCE**

This Supplemental Agreement entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the "County"), and Zoll Medical Corporation (the "Contractor"), supplements the terms and conditions of the AGREEMENT FOR CARDIAC MONITORS AND CARDIAC MONITOR PREVENTATIVE MAINTENANCE dated September 15, 2016 and Amended on September 15, 2019 by and between Volusia County and the Contractor. Collectively, the County and the Contractor are referred to herein as the "Parties" and individually, as appropriate, as a "Party."

**WHEREAS**, the County requires the services of a competent and qualified Contractor to provide Cardiac Monitors and Cardiac Monitor Preventative Maintenance; and

**WHEREAS**, Volusia County issued Request for Proposal 16-P-64AK (the "RFP") Seeking a qualified firm to provide Cardiac Monitors and Cardiac Monitor Preventative Maintenance, and has received responses from various potential vendors; and

**WHEREAS**, Volusia County determined that the Contractor is fully qualified to render the required service and entered into an Agreement; and

**WHEREAS**, the procurement process exercised by Volusia County meets the requirements of the Alachua County procurement Code; and

**WHEREAS**, the County wishes to employ the Contractor to provide Cardiac Monitors and Cardiac Monitor Preventative Maintenance under the provisions of the Volusia County Agreement; and

**WHEREAS**, the Contractor is qualified to provide these services; and

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties hereto do mutually agree as follows:

1. The Parties agree to accept all terms and conditions, as set forth in the Volusia County Florida Agreement for Cardiac Monitors and Cardiac Monitor Preventative Maintenance dated September 15, 2016 and Amended September 15, 2019, Exhibit 1 to this Supplemental Agreement.
2. Method of Payment.
  - a. For all services actually, timely and faithfully performed, the Contractor shall be paid an amount not to exceed \$431,742.30 (does not include trade-in credit) in accordance with the Contractors Price Proposal at Exhibit "2".

- b. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes ("Local Government Prompt Payment Act").

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: \_\_\_\_\_  
Chair  
Date: \_\_\_\_\_


ATTEST:

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

APPROVED AS TO FORM

  
\_\_\_\_\_  
Alachua County Attorney's Office

ATTEST (By Corporate Officer)  
By:   
Print: John Bergeron  
Title: Vice President & Corporate Treasurer

ZOLL Medical Corporation  
By:   
Print: Steven K Flora  
Title: Senior Vice President, Vice President NA Sales  
Date: 10/23/2019

Please see the corporation  
Resolution attached.

**Exhibit 1: Volusia County Agreement and Amendment**



**AGREEMENT  
FOR  
Cardiac Monitors and Cardiac Monitor Preventative  
Maintenance**

Between

THE COUNTY OF VOLUSIA

AND

ZOLL MEDICAL CORPORATION

County of Volusia  
Purchasing & Agreements Division  
123 West Indiana Avenue, Suite 302  
DeLand, Florida 32720-4608  
386-736-5935

- 1.3. **Amendment:** An amendment to this Agreement in writing by the County, approved by the Director of Purchasing and Contracts, and signed by the County authorizing an addition, deletion, or revision in the Scope of Services, or modifications of this Agreement.
- 1.4. **Change Order:** A written order signed by the County and Contractor authorizing an addition, deletion, or revision in the Scope of Services, or an adjustment in the Agreement price or time, without change to any other substantive terms or conditions of the Agreement.
- 1.5. **Compensation:** The amount paid by the County to Contractor for Services regardless of whether stated as compensation or stated as hourly rates, overhead rates, or other figures or formulas from which compensation can be calculated which includes the total monies payable to the Contractor which includes all Services, labor, materials, supplies, travel, training, profit, overhead, costs, expenses, and any other costs necessary to complete work under the Scope of Services.
- 1.6. **Contractor's Services:** Those Services within the Scope of Services of this Agreement or any exhibit, attachment or addendum thereto which relates to the General Scope of Services in Section 4.1 to be performed by Contractor in connection with Contractor's employment or practice.
- 1.7. **County:** The County of Volusia, Florida, and shall be synonymous with the term "County."
- 1.8. **County Project Manager:** Also known as the person designated by the County to review, approve and make decisions regarding the Scope of Services in this Agreement.
- 1.9. **Deliverable:** The result(s) or end products or services that meet the requirements and functional parameters articulated in the Scope of Services for this Agreement including, but not limited to: services, reports, written documentation, training, systems or processes.
- 1.10. **Effective Date:** The date that this Agreement is fully executed by Contractor and the County.
- 1.11. **Key Personnel:** Contractor's personnel, designated by Contractor, who are responsible for Contractor's day-to-day Project operations as described in the Contractor's Proposal.
- 1.12. **Project:** The project that is described in Exhibits A – A1 of this Agreement.
- 1.13. **Proposal:** The document submitted by the Contractor in response to a formal solicitation (RFP No. 16-P-64AK) used to determine if the Contractor is highly qualified.
- 1.14. **Scope of Services:** The services or work, herein defined in this Agreement under the Scope of Services (e.g., Exhibit A) that is agreed to by the parties in writing, which includes responsibility for performing and complying with all incidental matters pertaining thereto.

4 **SCOPE OF SERVICES.** The Contractor shall provide Services under this Agreement and act as Contractor to the County in accordance to the Scope of Services as specifically set forth in this Agreement and its exhibits.

4.1 Contractor shall provide Cardiac Monitors and Cardiac Monitor Preventative Maintenance to the County in accordance with the Scope of Services attached as Exhibits A and A-1.

4.2 **Performance Criteria:**

4.2.1 All services shall be performed in accordance with the Agreement and carried out under the direction of the County's Project Manager.

4.2.2 All labor necessary to complete the Scope of Services shall be performed in a good and competent workmanlike manner to the satisfaction of the County.

4.2.3 **Independent Contractor.** The Contractor shall provide the services required herein strictly in an independent contractual relationship with the County and, except as expressly set forth herein, is not, nor shall be, construed to be an agent or employee of the County. Nothing herein shall create any association, partnership, joint venture or agency relationship between them. The County shall not provide vehicles or equipment to the Contractor to perform the duties required under this Agreement nor will the County pay for any business, travel, office, or training expense or any other Agreement performance expense not specifically set forth in the Scope of Services of this Agreement. The Contractor is not exclusively bound to the County and may provide Services to other private and public entities, but agrees and covenants that any such Service provided by the Contractor to or for such entities will not conflict or otherwise interfere with the Contractor's provision of Services to the County under this Agreement.

4.2.4 **Changes to Scope of Services.** The County may at any time, by written order, make changes within the general Scope of Services to be performed under this Agreement. Except as provided in this Agreement otherwise, if any such change causes an increase or decrease in the Contractor's cost of, or the time required for performance of the Project Services, an equitable adjustment shall be made and this Agreement shall be amended in writing, signed by authorized representatives of the parties, stating the equitable adjustment. Unless the County grants, in writing, an additional period of time before the completion of the Agreement, any claim by the Contractor for adjustment under this Section must be asserted in writing within thirty (30) days from the date of receipt by the Contractor of the notification of change; otherwise, the claim shall be deemed waived. The Contractor shall then proceed with the prosecution of the Service as changed. Except as otherwise provided in this Agreement, no charge for any extra work or materials shall be allowed or approved by the County. No additional work shall be performed or extra materials purchased until a written Change Order has been approved by Contractor and County.

same or similar Services in compliance with all applicable federal, state, and municipal laws, regulations, codes, and ordinances.

- 5.1.4 **Accuracy of Documentation.** Contractor covenants and agrees that any Project data, summaries, reports, or studies, submitted by the Contractor to the County shall be competently drafted and accurate with regard to the information contained therein. County's acceptance, approval, or reliance on any such documentation shall not release Contractor from any liability if such information is incorrect or inaccurate, it being understood that the County is relying on the Contractor's status as an industry professional in accepting such documentation.
- 5.1.5 **Notification of Errors or Defects.** Contractor covenants and agrees to notify the County if it discovers or has knowledge of anything of any nature in any reports, studies, bulletins, schedules, documentation, requirements or instructions prepared by Contractor or data or instructions supplied to Contractor by the County or any other party, Contractor regards in Contractor's professional opinion as unsuitable, improper, or inaccurate.
- 5.1.6 **Administration.** Contractor covenants and agrees to efficiently administer and perform all Services economically and expeditiously in a competent and workmanlike manner.
- 5.2 **Supervision.** The Contractor shall direct and supervise competent and qualified personnel and shall devote time and attention to the direction of the operation to ensure performance of obligations and duties as set forth herein. The Contractor shall hire, compensate, supervise, and terminate members of its work force, and the Contractor shall direct and control the manner in which work is performed including conditions under which individuals shall be assigned duties, how individuals shall report, and the hours individuals shall perform. The Contractor shall be responsible for all income tax, social security and Medicare taxes, federal unemployment taxes, and any other withholdings from the company's employees' and/or subcontractors' wages or salaries. Benefits, if any, for the Contractor's employees and/or subcontractors shall be the responsibility of the Contractor including, but not limited to, health and life insurance, retirement, liability/risk coverage, and worker's and unemployment compensation. Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures in delivering services pursuant to this Agreement. Further, Contractor shall be responsible for assuring the County that finished or completed Deliverables accurately comply with the requirements of this Agreement and the Scope of Services contained therein.
- 5.3 **Assurance.** Contractor gives County its assurance that all Services performed under this Agreement shall be timely performed in a competent and workmanlike manner and in accordance with the specifications and requirements of the Agreement and any approvals required under the Agreement. All Services not conforming to the specifications and requirements of the Scope of Services shall be considered materially defective and constitute a breach of this Agreement.
- 5.4 **Accuracy of Reports / Summaries.** The Contractor shall be responsible for the professional and technical accuracy and the coordination of all data, reports, summaries, and any other Services furnished by the Contractor under this Agreement.



- 5.6.5 **Consent Required for Substitution.** Any Subcontractor and/or outside associates required by the Contractor in connection with the Services covered by the Agreement will be limited to such individuals or firms as are specifically identified for the Scope of Services assigned under this Agreement. Any substitution of such Subcontractors/associates will be subject to the prior written approval of the County Project Manager.

## 6 TERM OF AGREEMENT

- 6.1 The term of this Agreement shall commence on the Effective Date of this Agreement or when it is fully executed by all parties and shall terminate three (3) years from the Effective Date. Two (2) subsequent one (1) year renewals are permissible upon mutual written agreement between the parties and County Council approval.
- 6.2 The Services to be rendered by the Contractor shall be commenced, as specified in this Agreement or as may be requested by the County and shall be completed within the time specified therein.

## 7 AGREEMENT PRICE AND COMPENSATION

- 7.1 **Payment Pursuant to Fee Schedule.** The Contractor shall be paid Compensation for all Work or Services. Total Compensation for this Agreement shall be comprised of the total cost of all projects, materials, equipment, labor, expenses (including reimbursable expenses), all mark-ups for overhead and profit more particularly described in Exhibit B-Fee Schedule attached hereto and incorporated herein. The County agrees to pay the Contractor in current funds, as compensation for its Services.
- 7.2 **Errors and Omissions in Pricing.** Compensation shall not be adjusted because of errors or omissions which are not the fault of the County in computing the Services costs which result in an increase in the cost of this Agreement or because the time for completion varies from the original estimate, including completion or substantial completion of this Agreement prior to the scheduled or Agreement completion date or on account of County's election to furnish any of the Services. In addition, Contractor shall certify that the original Agreement price or Compensation for the Scope of Services and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the price or Compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.
- 7.3 **Reimbursable Expenses.** County's payment to the Contractor pursuant to the Fee Schedule, attached hereto and incorporated herein as Exhibit B-Fee Schedule, shall be full compensation for Services rendered and any expenses incurred in connection therewith, and Contractor shall not be eligible for reimbursement for any expenses incurred in connection with the performance of this Agreement.
- 7.4 **Payments.** Any payments shall be made in accordance with Exhibit B-Fee Schedule.
- 7.4.1 **Approval of Payment.** If, on the basis of the County Project Manager's observation and review of Contractor's Services, the County Project Manager is satisfied that the Services have been completed and the Contractor has fulfilled all of its obligations under the Agreement, the County Project Manager, after receipt of a proper invoice, shall indicate in writing his or her approval of

Services by the County, nor any payment by County to Contractor under this Agreement nor any act of acceptance by the County nor any failure to do so, nor any correction of defective Service by County shall constitute an acceptance of Services not in accordance with the Agreement.

## 8 PAYMENT OF SUBCONTRACTORS

- 8.1 **Payment.** Contractor shall pay its Subcontractors and suppliers, within thirty (30) days following receipt of payment from the County for such subcontracted Services or supplies.
- 8.2 **Indemnification as to Payment of Subcontractors.** Contractor shall save, defend, and hold the County harmless from any and all claims and actions from Contractor's Subcontractors for payment for Services and Deliverables provided by Subcontractors for Contractor under this Agreement.
- 8.3 **County not Liable for Payment to Subcontractors.** Nothing in this Agreement shall create any obligation on the part of the County to pay directly to any Subcontractor any monies due to such Subcontractor, or claims of a Subcontractor for amounts owed by Contractor to Subcontractor for Services performed under this Agreement.

## 9 LIMITATION OF LIABILITY AND INDEMNIFICATION OF COUNTY

- 9.1 The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against claims (including losses incurred or suffered in consequences either of bodily injury to a person or damage to tangible property), damages, losses and expenses, including, but not limited to, reasonable attorney's fees, to the extent arising from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.
- 9.2 **Sovereign Immunity.** The County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of the County's immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

## 10 INSURANCE

Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

- 10.1.4 **Commercial General Liability Insurance.** Per Section 10.1.1, Commercial General Liability Insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated Contract contractual liability coverage endorsement, indicating expressly the Contractor's contract to indemnify, defend and hold harmless the County as provided in this Agreement. The commercial general liability policy shall be endorsed to include the County as an additional insured under Premises/Operations.
- 10.1.5 **Excess/Umbrella Liability.** Per Section 10.1.1, the Contractor shall obtain an excess liability policy in addition to the scheduled underlying policies (commercial general liability, business auto liability, professional, and employers' liability) with a limit of no less than the amount shown above. This insurance shall follow the underlying and include either blanket contractual or a designated contract contractual coverage endorsement, indicating expressly the Contractor's agreement to hold the County harmless.
- 10.1.6 **Motor Vehicle Liability.** Per Section 10.1.1, the Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above with **"Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.
- 10.1.7 **Primary and Excess Coverage.** Any insurance required may be provided by primary and excess insurance policies.

the insurance required under this Agreement and such insurance has been filed with and approved by the County. In the event of a claim to which the County is a party, at the request of the County, the Contractor shall furnish copies of the insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions prior to the commencement of any contractual obligations. This Agreement may be terminated by the County, without penalty or expense to County if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the County.

10.3.3 All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Article. No Work or Services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the County. This Contractor may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

10.3.4 The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but County has no obligation to renew any policies.

10.3.5 **Survival.** The provisions of this Article shall survive the cancellation or termination of this Agreement.

## 11 TERMINATION

11.1.1 The Agreement may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days written notice from the non-breaching party.

11.1.2 County may terminate the Agreement for convenience or non-appropriation upon at least thirty (30) calendar days' prior written notice to Contractor.

11.1.3 The Contractor may cancel the Agreement with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.

11.1.4 After Contractor's receipt of a notice of termination pursuant to Article 11.1.1 above (or to the extent Contractor has not cured a material breach within thirty (30) days notice from County), and except as otherwise directed by the County, the Contractor shall:

11.1.4.1 Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination.

11.1.9 If termination of the Agreement occurs for any reason:

11.1.9.1 Except as otherwise provided in the Agreement, Contractor shall return to the County, or destroy, all County confidential information in Contractor's possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the work or service performed hereunder.

11.1.9.2 For all undisputed outstanding invoices submitted to the County for Services completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the Agreement for Services performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days, subject to the Article entitled Compensation in the Agreement. Any disputed amounts on any invoices shall be subject to the dispute resolution process set forth in the Article entitled Dispute Resolution in the Agreement.

11.1.10 In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the Notice of Termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

## 12 DISPUTE RESOLUTION

1. **Good Faith Efforts to Resolve.** The parties to this Agreement shall exercise their best efforts to negotiate and settle promptly any dispute that may arise with respect to this Agreement in accordance with the provisions set forth in this Article 12, Dispute Resolution. The Contractor and County Project Manager shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, to address and work toward resolution of issues that arise in performance of this Agreement and any applicable statement of Services. Issues shall be escalated to successive management levels as needed.
2. **Informal Dispute Resolution.** If a dispute develops between the parties concerning any provision of this Agreement, or the interpretation thereof, or any conduct by the other party under this Agreement, and the parties are unable to resolve such dispute

procedures are intended as a means of resolving disputes both during the term of this Agreement and after termination or expiration thereof.

**13 MISCELLANEOUS PROVISIONS**

- 13.1 **Independent Contractor.** Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of Contractor. In providing such Services, neither Contractor nor its agents shall act as officers, employees, or agents of the County. No partnership, joint venture, or other joint relationship is created hereby. County does not extend to Contractor or Contractor's agents any authority of any kind to bind County in any respect whatsoever.
- 13.2 **Third Party Beneficiaries.** Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. The Parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement, except as otherwise provided in this Agreement.
- 13.3 **Notice.** All notice required under this Agreement shall be in writing and shall be sent by certified United States Mail or national parcel service, postage prepaid, return receipt requested, or by hand-delivery with a written receipt of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

<b>In the case of County:</b>	<b>with a copies of legal notices to:</b>
<b>County of Volusia</b> Attn: Director of Purchasing & Contracts Address: 123 W. Indiana Ave., Rm. 302 DeLand, Florida 32720 Phone: 386-736-5935	<b>County of Volusia</b> Attn: County Attorney Address: 123 W. Indiana Ave., Rm. 301 DeLand, Florida 32720 Phone: 386-736-5950
<b>In the case of Contractor:</b>	<b>with a copy of legal notices to:</b>
<b>Zoll Medical Corporation</b> Attn: Michael Trotter EMS Group VP of Sales Address: 269 Mill Road Chelmsford, MA 01824 Phone: (800) 348-9011	<b>Zoll Medical Corporation</b> Attn: Michael Trotter EMS Group VP of Sales Address: 269 Mill Road Chelmsford, MA 01824 Phone: (800) 348-9011

13.4 **Assignment.**

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Agreement without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but

this Article 13.6. Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures. All audits must be performed at Contractor's home office in Massachusetts. Nothing in this section 13.6 shall require Contractor to violate any laws applicable to Contractor as a provider of Cardiac Monitors and Cardiac Monitor Preventative Maintenance.

- 13.7 **Location of County Data.** Contractor shall not out-source any development and/or support for this Agreement or transfer any County Data outside the territorial limits of the United States of America, without the written approval of the Agreement Administrator.
- 13.8 **Key Personnel.** The initial key personnel and any changes or substitutions in the key personnel must be made known to County or specified in the Scope of Services or future Statement of Work, and County must grant approval before any such initial personnel or change or substitution can become effective. County agrees not to unreasonably withhold any such approval. Contractor shall, except as agreed by the parties, provide the key personnel as long as said staff are in Contractor's employment. In the event of injury, illness, or death of Contractor's key personnel, or if such key personnel leave Contractor's employ, Contractor shall replace such individual within thirty (30) County work Days after such injury or illness, or from the date of departure from employment or of death. Contractor shall obtain prior written approval of the Agreement Administrator to replace key personnel, such approval not to be unreasonably withheld. Contractor shall provide the Agreement Administrator with such information as necessary for County to evaluate the new key personnel. In the event the Agreement Administrator has reasonable objections to any replacement of key personnel, County shall notify Contractor in writing regarding such objections. Promptly after its receipt of such objections, Contractor shall investigate the matters stated and discuss its findings with County. If County thereafter requests in good faith replacement of the key personnel, Contractor shall use its reasonable best efforts to replace the employee with a person of suitable ability and qualification. Contractor shall use its best efforts to avoid replacing or reassigning any key personnel under this Agreement. If, notwithstanding this commitment, it becomes necessary for Contractor to replace any key personnel under this Agreement, Contractor shall give County as much reasonable detail as possible concerning the proposed replacement. At a minimum, Contractor agrees, where reasonably possible, to provide County with at least thirty (30) days notice of changes to Contractor's Project team participants. Contractor agrees to provide County with resumes of new Project team participants and County may choose to interview new Project team members.
- 13.9 **References to County or Contractor.** Contractor agrees that during the term of this Agreement, except as provided herein, Contractor may not reference County in Contractor's website, and/or press releases, and, may not place County's name and logo on Contractor's Web site or in collateral marketing materials relating to Contractor's products and Services without prior review and written approval by County. Further, Contractor agrees that it may not use County's name, logo or any trademarks (including in any press releases, customer "case studies," and the like) without County's prior written consent. Termination or expiration of this Agreement shall not affect Contractor's obligation in this regard and such obligation shall survive the termination or cancellation of this Agreement.
- 13.10 **Force Majeure.** Neither party shall be liable for any failure or delay in the performance

be effective to the extent practicable unless County or Contractor elects to terminate this Agreement.

- 13.14 **Entire Agreement.** This Agreement contains the entire agreement between Contractor and County. Any modifications to this Agreement shall not be binding unless in writing and signed by both parties.
- 13.15 **Applicable Law, Venue and Waiver of Jury Trial.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Jurisdiction over and venue for any controversies or legal issues arising out of this Agreement shall be exclusively in the state courts of the Judicial Circuit of County of Volusia, Florida, unless one or more causes of action are solely cognizable in federal court, in which case, venue for and jurisdiction over such dispute(s) shall be in the Middle District of Florida, Orlando Division. 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, and, unless otherwise expressly provided herein, each agrees to bear its own costs and attorney's fees relating to any dispute arising under this Agreement.
- 13.16 **Prior Agreements.** This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The Parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 13.17 **Other Agencies.** The Contractor may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions. It is understood that at no time will any city or municipality or other agency be obligated for placing an order for any other city, municipality, or agency, nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further it is understood that each agency will issue its own purchase order to the Contractor.
- 13.18 **F.O.B. Point.** The F.O.B. points for this Agreement and for all purchases made under it shall be as specified by the using department, in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Seller/Respondent and the carrier.
- 13.19 **New Material.** Unless otherwise provided for in this Agreement, the Contractor represents and warrants that the goods, materials, supplies, or components offered to the County under this Agreement are new, not used or reconditioned. The Contractor represents that these goods, materials, supplies, or components are not of such age or so deteriorated as to impair their usefulness or safety and that the goods, materials, supplies, or components offered are current production models of the respective manufacturer.
- 13.20 **Waiver of Claims.** Once the Agreement expires, or final payment has been requested and made, the Contractor shall have no more than thirty (30) calendar days to present



- 14.2 By entering into this Agreement, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of Services provided under this Agreement are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:
- 14.2.1 Keep and maintain public records required by the County to perform the services provided pursuant to this Agreement.
  - 14.2.2 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.
  - 14.2.3 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 Agreement term and following completion of the Agreement if the Contractor does not transfer the records to the County.
  - 14.2.4 Upon completion of the Contract, transfer, at no cost, to the County all public records in the 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 County upon completion of the Agreement, 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 Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
  - 14.2.5 Requests to inspect or copy public records relating to the County's Agreement for Services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.
  - 14.2.6 Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

Immediately cure any such deficiencies without delay to the satisfaction of such Enforcement Agency. Contractor further agrees that it shall, to the extent permitted by law, indemnify, defend, and hold harmless the County against any and all claims, sanctions, or penalties assessed against the County, which claims, sanctions, or penalties arise or otherwise result from Contractor's failure to comply with the ADA. In performing under this Contract, Contractor agrees that it shall not commit an unfair employment practice in violation of any state or federal law and that it shall not discriminate against any member of the public, employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability.

14.7 **Drug Free Workplace.** The County of Volusia is a drug-free and smoke-free workplace. Contractor agrees that it shall provide a drug-free environment to its personnel during the term of this Agreement and will comply, subject to the prior receipt thereof, with the County's policies on drug-free and smoke-free work place during the term of this Agreement.

14.8 **Employment of Illegal Aliens.** Contractor certifies that it does not knowingly or willingly and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986, as amended.

14.9 **Prohibition Against Contingent Fees.**

14.9.1 The Contractor warrants that he or she or it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she or it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, compensation, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate this Agreement without liability and, at its sole discretion, to deduct from the Agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

14.9.2 Contractor understands and acknowledges that any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for the Contractor, who offers, agrees, or contracts to solicit or secure County contracts for Services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of an agreement for Services shall, upon conviction in a competent court of this State, be found guilty of a first degree misdemeanor, punishable as provided in Sections 775.082 or 775.083 of the Florida Statutes.

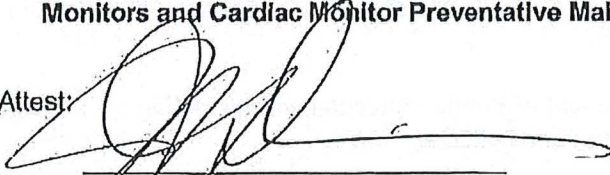
14.9.3 Any County official, agent or employee who offers to solicit or secure, or solicits or secures, an agreement for professional Services and to be paid, or is paid,

15 All provisions of this Agreement which impose or contemplate continuing obligations on a party shall survive the expiration or termination of this Agreement.

16 SIGNATURES

IN WITNESS WHEREOF, the parties have made and executed this Agreement for **Cardiac Monitors and Cardiac Monitor Preventative Maintenance** on the date last written below.


Attest:

  
\_\_\_\_\_  
James T. Dinneen  
County Manager

Date: 9/15/16

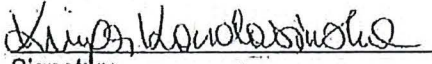
COUNTY OF VOLUSIA

BY:

  
\_\_\_\_\_  
Jason P. Davis  
County Chair

Date: 9/9/16

Attest:

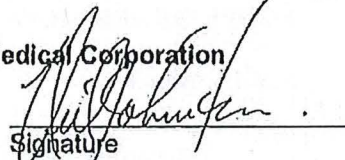
  
\_\_\_\_\_  
Signature

KINGA KARDASZINSKA, CONTRACTS SPECIALIST  
Name and Title

Date: 8/23/2016

Zoll Medical Corporation

BY:

  
\_\_\_\_\_  
Signature

Neil Johnston, VP for Hospital Sales  
Name and Title

Date: 08/23/2016

CC Date: 9.8.2016

Exhibit A-Scope of Work

- B. The cardiac monitor/defibrillators shall be approved for use by the Food and Drug Administration (FDA) in a pre-hospital setting.
- C. The end-user shall be able to view the entire case report after upload and it shall have the ability to be viewed in real-time.
- D. The cardiac monitor shall be secured to the stretcher for continuous patient monitoring while moving the patient from one location to another on the stretcher. The cardiac monitor shall be secured to FERNO™ and/or STRYKER brand stretchers.
- E. The cardiac monitor shall be secured inside the patient compartment of a transport vehicle in accordance to National Fire Protection Association standards.
- F. The cardiac monitors shall include power cords.

**2.2 Delivery**

- A. Cardiac Monitors shall be received within 60-90 days after receipt of accepted purchase order. All cardiac monitors/defibrillators shall be delivered at the same time and the prices indicated on Exhibit B – Price Sheet. The units shall be shipped to Volusia County Emergency Medical Services facility, 112 Carswell Avenue, Holly Hill, Florida 32117.
- B. The County will trade-in the current cardiac monitor/defibrillators at the conclusion of the training and installation of mounts/brackets/chargers. Trade-ins will be available for return within thirty (30) days of completion of training and installation of all new defibrillators. Contractor accepts responsibility for the cost of the returns.

**2.3 Service Agreement & Training**

- A. The Contractor shall provide an on-going non-warranty service agreement to include training for field personnel for initial deployment and provide any additional updates that are required of the manufacturer.
- B. The Contractor shall provide the length of training recommended by the manufacturer for approximately 300 end users and 50 administrative staff.
- C. Proposed Training Plan
  - 1. First Week
    - a. Equipment setup and education for training staff.
    - b. Super-user Training for Clinical and Supervisory Staff/4 training sessions - 3 hours per session.
  - 2. Weeks 2+

Exhibit A-Scope of Work

2. The technical support representative will require the following pertinent information to open a service request:
  - a. Unit serial number;
  - b. Description of the complaint;
  - c. Department where the equipment is being used;
  - d. Patient information if applicable;
  - e. ECG strips if available; and,
  - f. Master Agreement number if the device is out of warranty.
3. This information will assist Contractor in performing a full evaluation when the product is received at Contractor's repair facility. County will be given a returned merchandise authorization number to track the return of the product.

F. Emergency Service

Outside the coverage identified above, technical support is available to the County on an emergency basis seven (7) days a week. Emergency support Contractor's *off* hours dispatch system. During weekends and evenings, Contractor's on call technical support representative will return the call within four (4) hours.

G. Response Time

1. The technical support help desk answers support inquiries in real time. If the County prefers to leave a voicemail, the technical support team will return the call within one (1) hour during business hours. The County will work with the technical support representative to troubleshoot the issue.
2. Technical support help desk may dispatch a service loaner to our facilities (listed in Section 2.4(C)). A service loaner is available at no charge during the repair analysis process and will be shipped to arrive before 10 AM the next business day.

H. On-Site Service

If the inquiry is not resolved during the phone call, a local field support technician will be dispatched.

I. Terms

1. Within forty eight (48) hours of contact to technical support, a Field Support Representative will be on-site during normal business hours to respond to the County's needs.
2. In the event of a device problem, the device should be made available to the Contractor's field support technician during the scheduled on-site visit at one of the two locations listed in §2.4(C).

Exhibit A-Scope of Work

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

L. On-Site Service for Preventive Maintenance

1. Contractor's factory trained PM and Deployment Technician will be scheduled to provide annual on-site preventive maintenance at the locations listed in §2.4(C). Primary and back-up contact information will provided to the Contractor's field support technician for all communication and scheduling. Contractor will work with County Project Manager to coordinate the Preventive Maintenance.
2. Performance of Preventive Maintenance Includes:
  - a. Clean all exterior surfaces of unit;
  - b. Perform visual inspection to ensure integrity of the unit;
  - c. Test Power Supply, ECG, Pacer Outputs & Rates, Defib Times and Output Energy;
  - d. Test of MFC functions;
  - e. Test Real Time Clock of the system;
  - f. Perform operational check of all system level functions per device Service Manual; and,
  - g. Recertify device for clinical use.

M. Battery Replacement Program

1. Batteries will be maintained per Contractor's recommended maintenance program.
2. Batteries will be replaced, one for one, throughout the Extended Warranty period on an as needed basis, should the SurePower battery or SurePower Charger display a fault.
3. Battery replacement program will only apply to batteries included with the original shipment of the devices.
4. Batteries will be returned to the Contractor for evaluation and confirmation of failure.

2.5 Warranty

- A. The warranty shall be the manufacturer's standard warranty. All warranty work shall be performed at one of the locations listed in §2.4(C) above.
- B. Warranty shall include, at a minimum:

**Exhibit A-1  
Functional Requirements Matrix**

**RFP 16-P-64AK**

REQUIRED INFORMATION	RESPONSE
<b>1. SPECIFICATIONS AND FUNCTIONALITY</b>	
<b>1.1. PROPOSED cardiac monitor</b>	
<b>A. Approved for use by the Food and Drug Administration (FDA) in a pre-hospital setting</b>	The X Series is intended for use by trained medical personnel who are familiar with basic monitoring, vital sign assessment, emergency cardiac care, and the use of the X Series. The X Series is also intended for use by (or on the order of) physicians at the scene of an emergency or in a hospital emergency room, intensive care unit, cardiac care unit, or other similar areas of a hospital. The usage may be in an ambulance or at the scene of an emergency. It is also intended to be used during the transport of patients. The X Series will be used primarily on patients experiencing symptoms of cardiac arrest or in post trauma situation. It may also be used whenever it is required to monitor any of those functions that are included (as options) in the device. The X Series unit can be used on neonate patients and on adult patients (21 years of age or older) with and without heart dysfunction. Full FDA approval documentation is available.
<b>B. Ability to monitor, print and visually display 4-lead EKG rhythms</b>	The X Series has the ability to monitor, print, display and/or record 4-lead ECG waveform and heart rate, and to alarm when heart rate is above or below limits set by the operator. The patient population will range from newborn (neonate) to adult, with and without heart dysfunction.
<b>C. Ability to monitor and print 12-lead EKG rhythms</b>	The X Series has the ability to monitor, print, display and/or record 12-lead ECG waveform and heart rate, and to alarm when heart rate is above or below limits set by the operator. The patient population will range from newborn (neonate) to adult, with and without heart dysfunction. The 12-lead ECG Analysis is intended for use in acquiring, analyzing and reporting ECU data, and to provide interpretation of the data for consideration by caregivers.
<b>D. Ability to monitor and visually display continuous, real-time peripheral capillary oxygen saturation (SpO2)</b>	The X Series pulse CO-oximeter, with Masimo Rainbow SET technology and the Rainbow series of sensors, is intended for use for continuous noninvasive monitoring of functional oxygen saturation of arterial hemoglobin (SpO2), pulse rate, carboxyhemoglobin saturation (SpCO), and/or methemoglobin saturation (SpMeI). The pulse CO-oximeter and accessories are indicated for use on adult, pediatric, and neonatal patients during both motion and motion conditions, and for patients who are well or poorly perfused, in hospitals, hospital-type facilities, or in mobile environments. Saturation Range: 1 – 100%; Pulse Rate Range: 25 – 240 bpm
<b>E. Ability to monitor and visually display continuous, real-time end tidal carbon dioxide readings (ETCO2)</b>	The X Series is intended for use to make continuous noninvasive measurement and monitoring of carbon dioxide (CO2) concentration of the expired and inspired breath and breath rate. The patient population will range from newborn (neonate) to adult. Range: 0 – 150 mmHg; Respiration Range: 0 – 149 breaths per minute; Flow rate: 60 mL/min - 7.5 ± 15 mL/min; Typical response time: 2.0 seconds; Maximum response time: 3.9 seconds
<b>F. Ability to monitor and display carbon monoxide (SpCO) readings</b>	The X Series pulse CO-oximeter, with Masimo Rainbow SET technology and the Rainbow series of sensors, is intended for use for continuous noninvasive monitoring of functional oxygen saturation of arterial hemoglobin (SpO2), pulse rate, carboxyhemoglobin saturation (SpCO), and/or methemoglobin saturation (SpMeI). The pulse CO-oximeter and accessories are indicated for use on adult, pediatric, and neonatal patients during both motion and motion conditions, and for patients who are well or poorly perfused, in hospitals, hospital-type facilities, or in mobile environments. Range: 0 – 99%; Accuracy: 1 – 40% ± 3 digits
<b>G. Ability to perform non-invasive blood pressure monitoring (NIBP)</b>	The X Series is intended for use to make non-invasive measurements of arterial pressure and heart rate, and to alarm if either parameter is outside of the limits set by the user. Measurements are made using an inflatable cuff on the patient's arm or leg. The patient population will range from newborn (neonate) to adult. Utilizes Smartcuf® and Sure BP® technology. Measurement Intervals: Automatic 1-, 2-, 3-, 6-, 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

**Exhibit A-1  
Functional Requirements Matrix**

**RFP 16-P-64AK**

REQUIRED INFORMATION	RESPONSE
<b>1.2 Preventative Maintenance. The preventative maintenance plan shall include:</b>	
<b>A. The cost of expedited loaner equipment;</b>	No cost. This is included in the first year standard warranty as well as extended warranty and PM as outlined in the "Technical Support and Onsite Services" and "EMS One Year Product Warranty" documents located in Tab 9.
<b>B. Weekly on-site repair visits;</b>	ZOLL Medical agrees to make on-site repair services as part of the extended warranty. This is outlined in the "Technical Support and Onsite Services" document located in Tab 9.
<b>C. Bi-Annual (2 times per year) preventative maintenance/quality assurance checks;</b>	ZOLL recommends that only 1 PM per year is necessary as outlined in the "Technical Support and Onsite Services" document located in Tab 9.
<b>D. Replacement parts/accessories.</b>	This is covered as part of the standard warranty as well as extended warranty and PM as outlined in the "Technical Support and Onsite Services" and "EMS One Year Product Warranty" documents located in Tab 9.
<b>1.3 Warranty. The warranty shall include:</b>	
<b>A. One (1) year parts and labor warranty against manufacturing defects affecting the performance of the unit, to include transport of affected unit (s);</b>	Per addendum, Volusia County will accept the manufacturer's standard warranty. Please see "EMS One Year Product Warranty" located in Tab 9.
<b>B. Two (2) year components warranty against manufacturing defects affecting the performance of the components.</b>	Per addendum, Volusia County will accept the manufacturer's standard warranty. Please see "EMS One Year Product Warranty" located in Tab 9.



# EXHIBIT A

## ACKNOWLEDGMENT FORM

We, ALACHUA COUNTY FIRE & RESCUE, located at 5900 NW 13TH ST, as of the date of this request, would like to access the *Volusia County Florida Agreement for Cardiac Monitors and Cardiac Monitor Preventative Maintenance dated 9/15/16*. This contract is effective 9/15/2016 through 9/14/2019 with ZOLL Medical Corporation. As per the purchasing agreement included therein, by signing this request, I am certifying that I am a person authorized to bind the agency, and by doing so agree to accept all terms and conditions as stated within the *Volusia County Florida Agreement for Cardiac Monitors and Cardiac Monitor Preventative Maintenance dated 9/15/16*.

AGENCY NAME: ALACHUA COUNTY FIRE & RESCUE




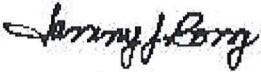
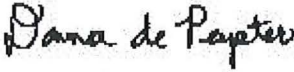
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Date: 11/26/2018

Signed: Charles S. Chestnut, IV

Name: Charles S. Chestnut, IV

Title: Chair

<b>Date:</b> 10/01/2019		<b>AGENDA ITEM</b>		<b>Item:</b> O	
<input type="checkbox"/> Ordinance		<input type="checkbox"/> Resolution		<input type="checkbox"/> Budget Resolution	
<input checked="" type="checkbox"/> Other					
<b>County Goals</b>					
<input type="checkbox"/>	Thriving Communities	<input type="checkbox"/>	Economic & Financial Vitality	<input type="checkbox"/>	Excellence In Government
				<input checked="" type="checkbox"/>	NA
<b>Department:</b> Public Protection					
<b>Division:</b> Emergency Medical Services					
<b>Subject:</b> Renewal of agreement with ZOLL Medical Corporation for cardiac monitors and cardiac monitor preventative maintenance, RFP 16-P-64AK.					
Terry Boczkus Proxy for Joe Pozzo Director Public Protection Department Approval		Jeaniene Jennings Director Purchasing  Approved in Accordance with Purchasing Policies and Procedures		Legal Daniel D. Eckert County Attorney Director Legal Department 	
Jason Brady Director Emergency Medical Services  Division Approval		Tammy Bong Director Management and Budget  Approved as to Budget Requirements		County Manager's Office Donna de Peyster Deputy County Manager 	
<b>Council Action:</b> Approved As Recommended					
<b>Modification:</b>					
<b>Fund Number(s):</b>		<b>Description:</b>		<b>Amount:</b>	
002 Emergency Medical Services		555-1000-5511-Medical and Surgical Supplies		\$92,500.00	
002 Emergency Medical Services		555-1000-4670-Maintenance of Equipment- Other		\$72,410.00	
140 Fire Services		540-8000-4670 - Maintenance of Equipment- Other		\$55,000.00	
140 Fire Services		540-8000-5290 - Tools and Implements		\$10,000.00	
<b>Total Item Budget: \$229,910.00</b>					
<b>Staff Contact(s):</b>		<b>Phone:</b>		<b>Ext.</b>	
Joe Pozzo		386 740 5120		16620	
Jason Brady		386 236 3511		26653	
Howard Bailey		386 739 5940		12905	
<b>Summary/Highlights:</b>					
On September 8, 2016, the county council approved a three-year agreement with two one-year renewal options with ZOLL Medical Corporation, Chelmsford, Massachusetts, for cardiac monitors and cardiac monitor preventative maintenance. The prices, terms and conditions remain the same and staff recommends approval of the first one-year renewal option. Estimated annual expenses are approximately \$229,910.00. Historical expenditure data is attached.					

**AMENDMENT NO. 1**  
**TO**  
**AGREEMENT BETWEEN**  
**COUNTY OF VOLUSIA, FLORIDA**  
**AND**  
**ZOLL MEDICAL CORPORATION**

This Amendment No. 1 to the Agreement between County of Volusia, Florida and ZOLL MEDICAL CORPORATION for the cardiac monitors and cardiac monitor preventative maintenance is hereby made and entered into by and between the County of Volusia, a body corporate and politic and a political subdivision of the State of Florida (hereinafter "County"), and ZOLL Medical Corporation, 269 Mill Road, Chelmsford, MA 01824, duly authorized to conduct business in the State of Florida (hereinafter "Contractor").

**Recitals**

**WHEREAS**, the County and the Contractor entered into an Agreement under which the Contractor agreed to provide cardiac monitors and cardiac monitor preventative maintenance with an initial term of September 8, 2016 through September 8, 2019, with two available subsequent one (1) year extension terms upon county council approval ("Agreement"); and

**WHEREAS**, the County and the Contractor desire to amend the Agreement through Amendment No. 1 by revising Section 1.7 – Definition of County; and

**WHEREAS**, the County and the Contractor desire to amend the Agreement through Amendment No.1 by revising Section 9 – Limitation of Liability and Indemnification; and

**WHEREAS**, the County and the Contractor desire to amend the Agreement through Amendment No.1 by adding Section 14.11 – Scrutinized Companies-FL Statute Section 287.135 and 215.473; and

**WHEREAS**, the County and the Contractor desire to exercise the first one-year renewal as allowed for in Section 6.1 – Term of Agreement, by extending the term of the Agreement through September 8, 2020.

**NOW THEREFORE**, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment No. 1, the receipt and sufficiency of which is acknowledged by Contractor and County, the parties agree to amend the Agreement as follows:

1. The parties agree that the foregoing recitals are true, correct and material to this Amendment No. 1.

entities of respondent as defined above by Florida law) are found to have certified falsely or if any of the following occur with respect to the company or a related entity: (i) it has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or (ii) for any contract for goods or services of one million dollars or more, it 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 it is found to have been engaged in business operations in Cuba or Syria.

5. The parties agree to extend the term of the Agreement by exercising the first of two renewals authorized in Section 6.1 – Term of Agreement, thus extending the Agreement through September 8, 2020.
6. This Amendment No. 1, including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment No. 1, unless the Agreement is otherwise amended or modified as set forth in the Agreement, and supersedes all prior proposals, contracts, and communications, both written and oral.
7. This Amendment No. 1 is incorporated by reference into the Agreement as if fully set forth therein. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Amendment No. 1 and the Agreement, this Amendment No. 1 shall govern and control.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

Exhibit 2: Zoll Price Proposal





**TO: Alachua County Fire Rescue**  
 911 Southeast 5th Street  
 Gainesville, FL 32601

Attn: **Captain Charles Tannachion**

email: [ctannachion@alachuacounty.us](mailto:ctannachion@alachuacounty.us)

Tel: 352-384-3114

**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

**QUOTATION 320386 V:3**

DATE: November 07, 2019

TERMS: Net 45 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231011-01	<p><b>X Series Manual Monitor/Defibrillator \$14,995</b>            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><b>Accessories Included:</b></p> <ul style="list-style-type: none"> <li>• MFC cable</li> <li>• MFC CPR connector</li> <li>• A/C power adapter/ battery charger</li> <li>• A/C power cord</li> <li>• One (1) roll printer paper</li> <li>• 6.6 Ah Li-ion battery</li> <li>• Carry case</li> <li>• Declaration of Conformity</li> <li>• Operator's Manual</li> <li>• Quick Reference Guide</li> </ul> <p>• One (1)-year EMS warranty</p> <p><b>Advanced Options:</b>  <b>Real CPR Help Expansion Pack \$995</b>            CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI)</p> <ul style="list-style-type: none"> <li>• See - Thru CPR artifact filtering</li> </ul>	15	\$40,020.00	\$27,199.99	\$407,999.85 *

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.

Brooke Van Aman  
 Territory Manager

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2019.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING [www.zollwebstore.com](http://www.zollwebstore.com).



**TO: Alachua County Fire Rescue**  
 911 Southeast 5th Street  
 Gainesville, FL 32601

Attn: **Captain Charles Tannachion**

email: [ctannachion@alachuacounty.us](mailto:ctannachion@alachuacounty.us)

Tel: 352-384-3114

**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

**QUOTATION 320386 V:3**

DATE: November 07, 2019

TERMS: Net 45 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>ZOLL Noninvasive Pacing Technology: \$2,550</b>				
		<b>Masimo Pulse Oximetry</b>				
		<b>SP02 &amp; SpCO \$4,540</b>				
		• Signal Extraction Technology (SET)				
		• Rainbow SET ( for SpCO & SpMet)				
		<b>NIBP Welch Allyn includes: \$3495</b>				
		• Smartcuff 10 foot Dual Lumen hose				
		• SureBP Reusable Adult Medium Cuff				
		<b>End Tidal Carbon Dioxide monitoring (ETCO2) \$4,995</b>				
		<b>Oridion Microstream Technology:</b>				
		Order required Microstream tubing sets separately				
		<b>Interpretative 12- Lead ECG: \$8,450</b>				
		• 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	15	\$845.00	\$633.75	\$9,506.25 *
3	8000-001392	Rainbow, RC-4, 4FT, Reusable EMS Patient Cable	15	\$245.00	\$183.75	\$2,756.25 *

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Brooke Van Aman  
 Territory Manager

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2. PRICES QUOTED ARE VALID UNTIL DECEMBER 31, 2019.
3. APPLICABLE TAX, SHIPPING & HANDLING WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO [ESALES@ZOLL.COM](mailto:ESALES@ZOLL.COM).
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
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**TO: Alachua County Fire Rescue**  
 911 Southeast 5th Street  
 Gainesville, FL 32601

Attn: **Captain Charles Tannachion**

email: [ctannachion@alachuacounty.us](mailto:ctannachion@alachuacounty.us)

Tel: 352-384-3114

**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

**QUOTATION 320386 V:3**

DATE: November 07, 2019

TERMS: Net 45 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
4	8000-0580-01	Six hour rechargeable Smart battery	15	\$519.75	\$371.25	\$5,568.75	*
5	8300-0250-01	SurePower Charger Adapter	15	\$309.75	\$236.00	\$3,540.00	*
6	8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	15	\$157.50	\$118.12	\$1,771.80	*
7	8000-002005-01	Cable Sleeve, Propaq / X Series, ZOLL Blue	15	\$52.45	\$39.96	\$599.40	*
8	5001-9928	ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In	5		(\$1,000.00)	(\$5,000.00)	**

**\*\*Trade value guaranteed only through December 30, 2019.**  
**\*\*Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.**  
**\*Reflects Volusia County Contract Pricing. To access this pricing, a signed acknowledgment form must accompany the initial purchase order.**

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
						<b>TOTAL</b>
						<b>\$426,742.30</b>

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**ZOLL Medical Corporation  
Corporate Resolution**


The undersigned does hereby certify that he is the Vice President and General Counsel of ZOLL Medical Corporation (the "Corporation"); that Steven K. Flora is the duly elected Senior Vice President and Vice President of North America Sales; that at a meeting of the Board of Directors of said Corporation held on April 25, 2006, at which meeting all Directors present and voting, the following vote was unanimously adopted:

**VOTED:**

To authorize the President and Chief Executive Officer, and any other officer of the Corporation so authorized by the President and Chief Executive Officer, acting singly, to execute and deliver on behalf and in the name of the Corporation, contracts for the role of the Corporation's products or services or to acquire products or services from other parties from time to time, such actions by any such officer being conclusive evidence of his or her authority to so act hereunder.

I further certify that Steven K. Flora is the duly appointed Senior Vice President and Vice President of North America Sales of the Corporation, and that he has been so authorized by the President and Chief Executive Officer of the Corporation.

I further certify that said vote has not been rescinded and is still in force and effect.

  
Aaron Grossman, Vice President and General Counsel



**CERTIFICATE OF AUTHORITY**  
(For Corporations Only)

March 15, 2019  
(Current Date)

At a meeting of the Directors of the ZOLL Medical Corporation  
(Name of Corporation)  
duly called and held at 269 Mill Rd  
(Location of Meeting)  
on the 25 day of April 2006 at which a quorum was present and acting,  
it was VOTED, that John Bergeron  
(Name)  
the Vice President & Corporate Treasurer of this corporation is hereby  
(Position)  
authorized and empowered to make, enter into, sign, seal and deliver in behalf of this corporation  
a contract for Public Safety Equipment, Supplies, Services and Repairs Statewide  
(Describe Service)

with the City of Boston, and a performance bond in connection with said contract.

I do hereby certify that the above is a true and correct copy of the record that said vote  
has not been amended or repealed and is in full force and effect as of this date, and that

Aaron Grossman  
(Name)  
is the duly elected Vice President & General Counsel of this  
(Position)  
corporation.

Attest:

(Affix Corporate Seal Here)



[Signature]  
(Clerk) (Secretary) of the Corporation