



Amendment No. 6
of
Contract No. GA130000087
for
Portable Cardiac Monitors/Defibrillators
between
Zoll Medical Corporation
and the
City of Austin

- 1.0 The City hereby amends the above referenced Contract to decrease the unit price for "Model No. 8300-0804-01 - Replacement precordial 6 lead cable – AAMI" from \$138.75 to \$132.00. To address this change, Exhibit D has been replaced in its entirety with the attached Exhibit D – Updated 10-07-19.
- 2.0 The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/28/2013 – 06/27/2018	\$1,911,067.10	\$1,911,067.10
Amendment No. 1: Addition of Contractor Quotations/Revision of Contract Amount 09/11/2013	\$8,088,932.90	\$10,000,000.00
Amendment No. 2: Addition of Contractor Quotation 06/30/2014	\$0.00	\$10,000,000.00
Amendment No. 3: Addition of Contractor Quotation 09/02/2015	\$0.00	\$10,000,000.00
Amendment No. 4: Option 1 - Extension 06/28/2018 – 06/27/2019	\$2,000,000.00	\$12,000,000.00
Amendment No. 5: Option 2 - Extension 06/28/2019 – 06/27/2020	\$2,000,000.00	\$14,000,000.00
Amendment No. 6: Replaced Exhibit D 10/07/2019	\$0.00	\$14,000,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date: Steven K. Flora 10/07/2019 9:50:02 PM Signature & Date: Erin D'Vincent 10-9-19

Printed Name: Steven K. Flora
Authorized Representative

Zoll Medical Corporation
269 Mill Road
Chelmsford, MA 01824
978-421-9655

Erin D'Vincent, Procurement Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

ZOLL®

GUIDELINES 2010 READY

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

Tel: (512) 978-0485

FREIGHT: Free Freight

Page 1

Holly Clark
EMS Territory Manager
800-242-9150, x9425



Amendment No. 5
to
Contract No. GA130000087
for
Portable Cardiac Monitors/Defibrillators
between
Zoll Medical Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 28, 2019 through June 27, 2020. Three options remain.
- 2.0 The total contract amount is increased by \$2,000,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/28/2013 – 06/27/2018	\$1,911,067.10	\$1,911,067.10
Amendment No. 1: Addition of Contractor Quotations/Revision of Contract Amount 09/11/2013	\$8,088,932.90	\$10,000,000.00
Amendment No. 2: Addition of Contractor Quotation 06/30/2014	\$0.00	\$10,000,000.00
Amendment No. 3: Addition of Contractor Quotation 09/02/2015	\$0.00	\$10,000,000.00
Amendment No. 4: Option 1 - Extension 06/28/2018 – 06/27/2019	\$2,000,000.00	\$12,000,000.00
Amendment No. 5: Option 2 - Extension 06/28/2019 – 06/27/2020	\$2,000,000.00	\$14,000,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Steven K. Flora 06/06/2019

Printed Name: Steven K. Flora
Authorized Representative

Zoll Medical Corporation
269 Mill Road
Chelmsford, MA 01824
978-421-9655

Sign/Date: Erin D. Vincent 6.17.19

Erin D. Vincent, Procurement Supervisor

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
to
Contract No. GA130000087
for
Portable Cardiac Monitors/Defibrillators
between
Zoll Medical Corporation
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be June 28, 2018 through June 27, 2019. Four options remain.
- 2.0 The total contract amount is increased by \$2,000,000.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 06/28/2013 – 06/27/2018	\$1,911,067.10	\$1,911,067.10
Amendment No. 1: Addition of Contractor Quotations/Revision of Contract Amount 09/11/2013	\$8,088,932.90	\$10,000,000.00
Amendment No. 2: Addition of Contractor Quotation 06/30/2014	\$0.00	\$10,000,000.00
Amendment No. 3: Addition of Contractor Quotation 09/02/2015	\$0.00	\$10,000,000.00
Amendment No. 4: Option 1 - Extension 06/28/2018 – 06/27/2019	\$2,000,000.00	\$12,000,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Steven K. Flora 6/1/2018

Printed Name: Steven K Flora

Sr. VP, Vice President NA Sales

Authorized Representative

Zoll Medical Corporation
269 Mill Road
Chelmsford, MA 01824
978-421-9655

Sign/Date: Danielle Lord 6/24/18

Danielle Lord, Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
to
Contract No. MA9300 GA130000087
for
Portable Cardiac Monitors/Defibrillators
between
Zoll Medical Corporation ("Contractor")
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

1.1 Section 1.1.7 is added to the Contract as follows:

The Contractor's Quotation Number: 193066V:1, attached hereto as Exhibit E

1.2 Section 1.2.4 is deleted in its entirety and replaced as follows:

The Contractor's Quotations as referenced in Sections 1.1.4, 1.1.5, 1.1.6 and 1.1.7

1.3 Section 1.4 of the Contract is deleted in its entirety and replaced as follows:

The Contractor shall be paid in accordance with Exhibits A, B, C, D and E-Contractor's Quotations a total not-to-exceed amount of \$10,000,000 for the initial contract term, and for the five (5) twelve (12) month extension options a not-to-exceed amount of \$2,000,000 per option for a total not-to-exceed contract amount of \$20,000,000

1.4 Section 1.5 of the Contract is deleted in its entirety and replaced as follows:

The Contractor shall fully and timely provide all deliverables described in Exhibits A, B, C, D and E as attached hereto and in accordance with Contractor's Offer as referenced in Section 1.1.3 in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State and local laws, rules and regulations. Quantities of deliverables will be on an as-needed basis as specified by the City for each delivery order. There are no minimum order quantities.

1.5 Section 1.6.4 of the Contract is hereby deleted and replaced as follows:

Prices in Exhibits A, B, C, D and E are firm for the term of the Contract

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 06/28/2013-06/27/2018	\$1,911,067.10	\$1,911,067.10
Amendment No. 1 – Addition of Contractor Quotations/Revision of Contract Amount	\$8,088,932.90	\$10,000,000
Amendment No. 2-Addition of Contractor Quotations	\$0.00	\$10,000,000
Amendment No. 3-Addition of Contractor Quotation	\$0.00	\$10,000,000

3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

4.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No.3 is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Corp Purchasing Manager
Teresa Reedy

City of Austin
Purchasing Office

Date

9/2/15

Signature: 

Printed Name: Michael Trotter, EMS Group VP Of Sales
Authorized Representative
Zoll Medical Corporation
269 Mill Road
Chelmsford, Massachusetts 01824-4105

September 2, 2015

Date

EXHIBIT E



TO: Austin Travis County Emergency Medical Services

124 W. 2th Street Rm 310
Austin, TX 78701

Attn: William A. Alderete
Manager, Central Supply and Services

email: WilliamAlderete@austintexas.gov

Tel: (512) 376-0422

ZOLL Medical Corporation

Worldwide Headquarters

259 Hill Rd

Chelmsford, Massachusetts 01824-4105

(978) 421-9655 Main

(800) 348-9011

(978) 421-0015 Customer Support

FEDERAL ID#: 04-2711626

QUOTATION 193066 V:1

DATE: June 16, 2015

TERMS: Net 30 Days

FOB: Shipping Point

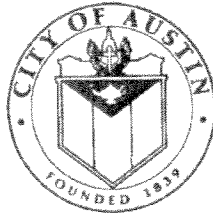
FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	EC00-00C47E	M-LNCS Adx Adult SpO2 Adhesive Sensor, 18 in. Single Patient Use > 30kg (20 per box)	1	\$325.00	\$243.75	\$243.75 *
2	EC00-00C47E	M-LNCS Pdx-P Pediatric SpO2 Adhesive Sensor, 3 ft. Single Patient Use 10-50kg (20 per box)	1	\$340.00	\$255.00	\$255.00 *
3	EC00-00C477	M-LNCS Inf-3 Infant SpO2 Adhesive Sensor, 3 ft. Single Patient Use 3-20 kg (20 per box)	1	\$430.00	\$322.50	\$322.50 *
4	EC00-00C478	M-LNCS NeoP1-3 Neonatal SpO2 Adhesive Sensor, 3 ft. Single Patient Use <1 kg (20 per box)	1	\$470.00	\$352.50	\$352.50 *
*Reflects Discount Pricing.						
TOTAL						\$1,173.75

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's & C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's & C's. Any modification of the ZOLL T's & C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 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. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 878-421-0016 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Holly Clark
EMS Territory Manager
508-242-3150, x9425



Amendment No. 2
to
Contract No. MA9300 GA 130000087
for
Portable Cardiac Monitors/Defibrillators
between
Zoll Medical Corporation ("Contractor")
and the
City of Austin

1.0 In accordance with Section 0300, Paragraph 37, Modifications, the City and Contractor agree to amend the contract as follows:

2.0 Section 1.1.6 of the contract is deleted in its entirety and replaced as follows:

The Contractor's Quotation Number: 139558V:12, attached hereto as Exhibit C; and the Contractor's Quotation Number: 166163V:3, attached hereto as Exhibit D.

3.0 Section 1.2.4 is deleted in its entirety and replaced as follows:

The Contractor's Quotations as referenced in Sections 1.1.4, 1.1.5 and 1.1.6

4.0 Section 1.4 of the Contract is deleted in its entirety and replaced as follows:

The Contractor shall be paid in accordance with Exhibits A, B, C, and D-Contractor's Quotations a total not-to-exceed amount of \$ 10,000,000 for the initial contract term, and for the five (5) twelve (12) month extension options a not-to-exceed amount of \$2,000,000 per option for a total-not-to-exceed amount of \$20,000,000

5.0 Section 1.5 of the Contract is deleted in its entirety and replaced as follows:

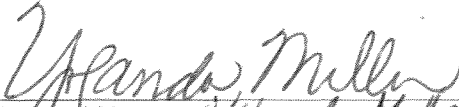
The Contractor shall fully and timely provide all deliverables described in Exhibits A, B, C, and D as attached hereto and in accordance with Contractor's Offer as referenced in Section 1.1.3 in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State and local laws, rules and regulations. Quantities of deliverables will be on as needed basis as specified by the City for each delivery order. There are no minimum order of quantities.

6.0 Section 1.6.4 is added to the Contract as follows:

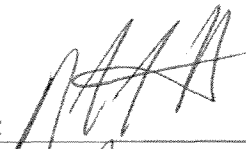
Price in Exhibits A, B, C, and D are firm for the term of the Contract.

7.0 All other terms and conditions of the contract remain in full force and effect.

BY THE SIGNATURES affixed below, Amendment No. 2 is hereby incorporated into and made a part of the above-referenced contract.


Printed Name: Yolanda Miller
Title: Deputy Purchasing Officer
City of Austin

6/30/14
Date


Signature: _____
Printed Name: Michael W. Trotter
Authorized Representative
Zoll Medical Corporation
269 Mill Road
Chelmsford, Massachusetts 01824-4105
JUNE 27, 2014
Date

Exhibits

Exhibit A – Zoll Quotation Number: 143003 V:2 and 142720 V:2

Exhibit B – Zoll Quotation Number: 125916 V:4

Exhibit C – Zoll Quotation Number: 139558 V:12

Exhibit D – Zoll Quotation Number: 166163V:3



Amendment No. 1
to
Contract No. MA9300 GA 130000087
for
Portable Cardiac Monitors/Defibrillators
between
Zoll Medical Corporation ("Contractor")
and the
City of Austin

1.0 In accordance with Section 0300, Paragraph 37, Modifications, the City and Contractor agree to amend the contract as follows:

2.0 Section 1.1.6 is added to the Contract as follows:

The Contractor's Quotation Number: 139558V:12, attached hereto as Exhibit C

3.0 Section 1.2.4 is deleted in its entirety and replaced as follows:

The Contractor's Quotations as referenced in Sections 1.1.4, 1.1.5 and 1.1.6

4.0 Section 1.4 of the Contract is deleted in its entirety and replaced as follows:

The Contractor shall be paid in accordance with Exhibits A, B and C-Contractor's Quotations a total not-to-exceed amount of \$ 10,000,000 for the initial contract term, and for the five (5) twelve (12) month extension options a not-to-exceed amount of \$2,000,000 per option for a total-not-to-exceed amount of \$20,000,000

5.0 Section 1.5 of the Contract is deleted in its entirety and replaced as follows:

The Contractor shall fully and timely provide all deliverables described in Exhibits A, B and C as attached hereto and in accordance with Contractor's Offer as referenced in Section 1.1.3 in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State and local laws, rules and regulations. Quantities of deliverables will be on as needed basis as specified by the City for each delivery order. There are no minimum order of quantities.

6.0 Section 1.6.2 of the Contract is deleted in its entirety and replaced as follows:

Section 0400, Supplemental Purchase Provisions, Paragraph 12, Economic Price Adjustment, is deleted in its entirety.

7.0 Clarifications and Additional Agreements: The following are incorporated into this Amendment:

7.1.1 Price in Exhibits A, B, and C are firm for the term of the Contract.

8.0 All other terms and conditions of the contract remain in full force and effect.

BY THE SIGNATURES affixed below, Amendment No. 1 is hereby incorporated into and made a part of the above-referenced contract.

Yolanda Miller / Muller
Printed Name:
Title: Deputy Purchasing Officer
City of Austin

9/11/13
Date

Signature: [Signature]
Printed Name: JONATHAN A. RENNERT
Authorized Representative PRESIDENT FOR SKF
Zoll Medical Corporation
269 Mill Road
Chelmsford, Massachusetts 01824-4105
8/28/13
Date

Exhibits

Exhibit A – Zoll Quotation Number: 143003 V:2 and 142720 V:2

Exhibit B – Zoll Quotation Number: 125916 V:4

Exhibit C – Zoll Quotation Number: 139558 V:12

EXHIBIT A

**GUIDELINES
2010 READY****TO: City of Austin**124 W. 8th Street Rm 310
Austin, TX 78701Attn: **Monica McClure**email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

ZOLL Medical CorporationWorldwide 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 143003 V:2**

DATE: June 28, 2013

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • 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 • One (1)-year EMS warranty <p>Advanced Options:</p> <p>Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p> <p>Masimo Pulse Oximetry</p>	79	\$41,015.00	\$24,491.70	\$1,934,844.30 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

Page 1 Subtotal \$1,934,844.30

1. DELIVERY - SEE COMMENT ABOVE.
2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Monica McClure**

email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

QUOTATION 143003 V:2

DATE: June 28, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
36	7800- 0312	LifePak 12 Biphasic w/Pacing + 3 options and 12 LD Trade-In	76		(\$4,500.00)	(\$342,000.00) **
37	7800- 0304	LifePak 12 Battery Charger Trade-In	65		(\$250.00)	(\$16,250.00) **
38	NPN	AC Power Adapter Trade-In	41		(\$25.00)	(\$1,025.00) **

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 2 Subtotal \$1,575,569.30

1. DELIVERY - SEE COMMENT ABOVE.
2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Monica McClure**

email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

QUOTATION 143003 V:2

DATE: June 28, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>56 units will be shipped to arrive no later than September 27, 2013 and the balance will not ship prior to October 1, 2013.</p> <p>*Reflects Discount Pricing.</p> <p>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>ZOLL requires the return of trade in equipment within 60 days of shipment of units. However, ZOLL will work with the City to ensure that there is no period of time during the deployment of the new X Series devices where units are not available to the Department, whether they be the older trade in units or the new ZOLL X Series units. ZOLL will coordinate shipping and pay freight for the shipment of trade-in units.</p>				

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

TOTAL \$1,575,569.30

1. DELIVERY - SEE COMMENT ABOVE.
2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



EXHIBIT A

**GUIDELINES
2010 READY****ZOLL Medical Corporation**

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: Colleen Athey, Sr. Buyeremail: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

QUOTATION 142720 V:2**DATE:** June 27, 2013**TERMS:** Net 30 Days**FOB:** Destination ****FREIGHT:** Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • Six (6) foot 3- Lead ECG cable • MFC cable • 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 • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550 Masimo Pulse Oximetry	2	\$41,015.00	\$24,491.70	\$48,983.40 *

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

Page 1 Subtotal**\$48,983.40**

1. DELIVERY WILL BE MADE 45 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258

EXHIBIT B



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Monica McClure**

email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

QUOTATION 125916 V:4

DATE: May 14, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • 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 • One (1)-year EMS warranty <p>Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p> <p>Masimo Pulse Oximetry</p>	10	\$41,015.00	\$31,991.70	\$319,917.00 *

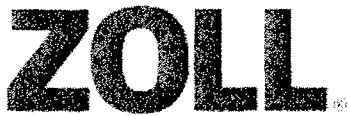
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Page 1 Subtotal

\$319,917.00

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OR EMAIL TO ESALES@ZOLL.COM.
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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



GUIDELINES 2010 READY

ZOLL Medical Corporation

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Monica McClure**

email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

QUOTATION 125916 V:4

DATE: May 14, 2013

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
2	8300- 0500- 01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	10	\$2,583.00	\$2,014.74	\$20,147.40 *
3	NPN	NCE X Series Defibrillator Mount - ZOLL is reselling NCE equipment with this order, which will be drop-shipped directly from NCE. Warranty will be managed directly between ATCEMS and NCE	10	\$395.00	\$395.00	\$3,950.00
4	DI SC	Competitive Conversion Discount	1	\$0.00	(\$57,500.00)	(\$57,500.00) *
*Reflects Discount Pricing.						

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TOTAL \$286,514.40

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258

EXHIBIT C

QUOTATION 139558 V:11

DATE: August 20, 2013

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Fee Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
1	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	81	\$2,583.00	\$1,937.25	\$156,917.25	*
2	8707-000501-01	Accessory carry case	10	\$445.00	\$333.75	\$3,337.50	*
3	8000-0580-01	Six hour rechargeable Smart battery	243	\$495.00	\$371.25	\$90,213.75	*
4	8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	96	\$165.00	\$123.75	\$11,880.00	*
5	8300-0783-01	Multifunction Therapy Cable - allows use of disposable multifunction electrodes and ZOLL M Series CCT External and Internal paddles (sold separately)	96	\$298.00	\$223.50	\$21,456.00	*
6	8300-0004	Replacement AC Power adapter / charger, 120 - 240 VAC, 50, 60 400 Hz	96	\$445.00	\$333.75	\$32,040.00	*
7	1004-0149	MultiFunction test repair port	10	\$38.50	\$28.88	\$288.80	*
8	8000-0341	SpO2/SpCO/SpMet Rainbow Reusable Patient Cable: Connects to Single Use Sensors (4 ft)	186	\$225.00	\$168.75	\$31,387.50	*
9	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	201	\$415.00	\$311.25	\$62,561.25	*
Page 1 Subtotal						\$410,082.05	

FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.

EXHIBIT C

QUOTATION 139558 V:11

DATE: August 20, 2013

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Fee Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
10	8300-0002-01	Dual Lumen NIBP 10 foot Hose	96	\$65.00	\$48.75	\$4,680.00	*
11	REUSE-12-2M0	Welch Allyn REUSE-12-2M0 Cuff, Lg Adult, 2-Tube, Twist lock connector	176	\$52.50	\$39.38	\$6,930.88	*
12	REUSE-11-2M0	Welch Allyn REUSE-11-2M0 Cuff, Adult, 2-Tube, Twist lock connector	96	\$52.50	\$39.38	\$3,780.48	*
13	REUSE-10-2M0	Welch Allyn REUSE-10-2M0 Cuff, Small Adult, 2-Tube, Twist lock connector	176	\$52.50	\$39.38	\$6,930.88	*
14	REUSE-08-2M0	Welch Allyn REUSE-08-2M0 Cuff, Small Child, 2-Tube, Twist lock connector	162	\$52.50	\$39.38	\$6,379.56	*
15	REUSE-07-2M0	Welch Allyn REUSE-07-2M0 Cuff, Infant, 2-Tube, Twist lock connector	162	\$52.50	\$39.38	\$6,379.56	*
16	REUSE-13-2M0	Welch Allyn REUSE-13-2M0 Cuff, Thigh, 2-Tube, Twist lock connector	162	\$52.50	\$39.38	\$6,379.56	*
17	REUSE-07-2M0	Welch Allyn REUSE-07-2M0 Cuff, Infant, 2-Tube, Twist lock connector	162	\$52.50	\$39.38	\$6,379.56	*
18	8000-0674	Disposable Temperature Sensor Adapter Cable	176	\$55.00	\$41.25	\$7,260.00	*
19	8000-0336	SpO2/SpCO/SpMet Rainbow Single use Sensor: Patients > 30 kg (10 per case)	100	\$695.00	\$521.25	\$52,125.00	*
Page 2 Subtotal						\$517,307.53	

FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.

EXHIBIT C

QUOTATION 139558 V:11

DATE: August 20, 2013

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Fee Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
20	8000-0339	SpO2/SpCO/SpMet Rainbow Single use Sensors: Patients 10-50 kg (10 per case)	85	\$795.00	\$596.25	\$50,681.25	*
21	8000-0340	SpO2/SpCO/SpMet Rainbow Single use Sensors: Patients 3 - 10 kg (10 per case)	70	\$795.00	\$596.25	\$41,737.50	*
22	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	252	\$355.00	\$266.25	\$67,095.00	*
23	8300-0525-01	Smart CapnoLine Plus O2 Pediatric (O2 tubing), Case of 25	160	\$395.00	\$296.25	\$47,400.00	*
24	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	48	\$275.00	\$206.25	\$9,900.00	*
25	8900-0004	4 ECG electrodes/pouch (120 pouches / 480 electrodes)	313	\$96.00	\$72.00	\$22,536.00	*
26	8900-0400	CPR stat•padz HVP Multi-Function CPR Electrodes - 8 pair/case	138	\$560.00	\$420.00	\$57,960.00	*
27	8900-0810-01	pedi•padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	550	\$95.00	\$71.25	\$39,187.50	*
28	8000-000901	ECG plain white paper- 80mm (pack of 6 rolls)	267	\$24.00	\$18.00	\$4,806.00	*
Page 3 Subtotal						\$858,610.78	

FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.

EXHIBIT C

QUOTATION 139558 V:11

DATE: August 20, 2013

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Fee Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
29	8000-0053	Defibrillator Gel - 12 tubes	1	\$75.00	\$56.25	\$56.25 *
30	8000-0672	YSI single use adult Esophageal Rectal probe	1000	\$7.50	\$5.62	\$5,620.00 *
31	8778-0107	4 Year Extended Warranty (at time of equipment sale)	81	\$3,550.00	\$3,550.00	\$287,550.00
32	8778-0119	5 Year, 1 Preventative Maintenance (at time of equipment sale)	81	\$1,150.00	\$1,150.00	\$93,150.00 **
<p>Shipment of items on this quote will be made upon notification by City of Austin.</p> <p>*Reflects Discount Pricing.</p>						*
Page 4 Subtotal						\$1,244,987.03

FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.

EXHIBIT C

QUOTATION 139558 V:11

DATE: August 20, 2013

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Fee Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
TOTAL						\$1,244,987.03

**FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.**



Financial and Administrative Service Department
Purchasing Office
PO Box 1088, Austin, Texas, 78767

June 28, 2013

Zoll Medical Corporation
269 Mill Road
Chelmsford, MA 01824
Attn: Michael Trotter

Dear Mr. Trotter:

The City of Austin has approved the award and execution of a contract with your company for the Portable Cardiac Monitors/Defibrillators in accordance with solicitation CEA0114.

Responsible Department:	Emergency Medical Services
Department Contact Person:	William Alderete
Department Contact Email:	William.alderete@austintexas.gov
Department Contact Telephone:	512-978-0485
Project Name:	Portable Cardiac Monitors/Defibrillators
Contractor Name:	Zoll Medical Corporation
Contract Number:	MA 9300 GA130000087
Contract Period:	06/28/2013 – 06/27/2018
Dollar Value	\$ 1,911,067.10/ five options NTE: \$286,514.40
Requisition Number:	9300 12090700540
Solicitation Number:	CEA0114
Agenda Item Number:	42
Council Approval Date:	06/20/2013

A copy of the contract has been attached.

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Sai Xoomsai,
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
and
Zoll Medical Corporation ("Contractor")
for
Portable Cardiac Monitors/Defibrillators**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Zoll Medical Corporation having offices at 269 Mill Road, Chelmsford, Massachusetts, 01824-4105, and the City of Austin, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number CEA0114.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal, Solicitation Number: CEA0114 including all documents incorporated by reference
- 1.1.3 Zoll Medical Corporation's Offer, dated November 1, 2012, including subsequent clarifications
- 1.1.4 The Contractor's Quotations Number 143003 V:2 and 142720 V:2 attached hereto as Exhibit A.
- 1.1.5 The Contractor's Quotation Number 125916 V:4, attached hereto as Exhibit B.

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.
- 1.2.4 The Contractor's Quotations as referenced in Section 1.1.4 and 1.1.5.

1.3 Term of Contract. The Contract will be in effect for an initial term of sixty (60) months and may be extended thereafter for five (5) twelve (12) month extension options subject to the approval of the Contractor and the City Purchasing Officer or his designee.

1.4 Compensation. The Contractor shall be paid in accordance with Exhibit A and Exhibit B - Contractor's Quotations a total Not-to-Exceed amount of \$1,911,067.10 for the initial contract term, and for the five (5) twelve (12) month extension options a not-to-exceed amount of 286,514.40.

1.5 Deliverables. The Contractor shall fully and timely provide all deliverables described in Exhibit A and Exhibit B as attached hereto and in accordance with Contractor's offer as referenced in

Section 1.1.3 in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations. Quantities of deliverables will be on an as needed basis as specified by the City for each delivery order.

1.6 Clarification.

1.6.1 Section 0400, Item 2.B.ii. (2) is deleted a requirement in this contract.

1.6.2 This contract is limited to Items One (1) and Four (4) of Section 0500, Item 1.2 of the Scope of Work of the City's Solicitation.

1.6.3 Section 0300, Item 38 of the City's Solicitation is deleted in its entirety.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Zoll Medical Corporation.

CITY OF AUSTIN

Steven K. Flora

Printed Name of Authorized Person

[Signature]

Signature

Senior VP of Sales

Title:

June 28, 2013

Date:

Stephen T. Aden

Printed Name of Authorized Person

[Signature]

Signature

Purchasing Manager

Title:

6/28/13

Date:

List of Exhibits

Exhibit A - Zoll Quotation Number: 143003 V:2 and 142720 V:2

Exhibit B - Zoll Quotation Number: 125916 V:4

EXHIBIT A

**GUIDELINES
2010 READY****TO: City of Austin**124 W. 8th Street Rm 310
Austin, TX 78701Attn: **Monica McClure**email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

ZOLL Medical CorporationWorldwide 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 143003 V:2**

DATE: June 28, 2013

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display.</p> <p>Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • 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 • One (1)-year EMS warranty <p>Advanced Options:</p> <p>Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p> <p>Masimo Pulse Oximetry</p>	79	\$41,015.00	\$24,491.70	\$1,934,844.30 *

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Page 1 Subtotal \$1,934,844.30

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Monica McClure**

email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

QUOTATION 143003 V:2

DATE: June 28, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
36	7800- 0312	LifePak 12 Biphasic w/Pacing + 3 options and 12 LD Trade-In	76		(\$4,500.00)	(\$342,000.00) **
37	7800- 0304	LifePak 12 Battery Charger Trade-In	65		(\$250.00)	(\$16,250.00) **
38	NPN	AC Power Adapter Trade-In	41		(\$25.00)	(\$1,025.00) **

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Page 2 Subtotal \$1,575,569.30

1. DELIVERY - SEE COMMENT ABOVE.
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3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Monica McClure**

email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

QUOTATION 143003 V:2

DATE: June 28, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>56 units will be shipped to arrive no later than September 27, 2013 and the balance will not ship prior to October 1, 2013.</p> <p>*Reflects Discount Pricing.</p> <p>**Trade-In Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>ZOLL requires the return of trade in equipment within 60 days of shipment of units. However, ZOLL will work with the City to ensure that there is no period of time during the deployment of the new X Series devices where units are not available to the Department, whether they be the older trade in units or the new ZOLL X Series units. ZOLL will coordinate shipping and pay freight for the shipment of trade-in units.</p>				

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O. unless set forth in or referenced by either document.

TOTAL \$1,575,569.30

1. DELIVERY - SEE COMMENT ABOVE.
2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



EXHIBIT A

**GUIDELINES
2010 READY****ZOLL Medical Corporation**

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: Colleen Athey, Sr. Buyeremail: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

QUOTATION 142720 V:2**DATE:** June 27, 2013**TERMS:** Net 30 Days**FOB:** Destination ****FREIGHT:** Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: • Six (6) foot 3- Lead ECG cable • MFC cable • 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 • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550 Masimo Pulse Oximetry	2	\$41,015.00	\$24,491.70	\$48,983.40 *

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Page 1 Subtotal \$48,983.40

1. DELIVERY WILL BE MADE 45 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
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5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

QUOTATION 142720 V:2

DATE: June 27, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Orion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
*Reflects Discount Pricing.						

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TOTAL \$48,983.40

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Ryan Grulke
EMS Territory Manager
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EXHIBIT B



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Monica McClure**

email: monica.mcclure@austintexas.gov

Tel: 512-974-1714

QUOTATION 125916 V:4

DATE: May 14, 2013

TERMS: Net 30 Days

FOB: Destination

**

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	<p>X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included:</p> <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • 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 • One (1)-year EMS warranty <p>Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering</p> <p>ZOLL Noninvasive Pacing Technology: \$2,550</p> <p>Masimo Pulse Oximetry</p>	10	\$41,015.00	\$31,991.70	\$319,917.00 *

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Page 1 Subtotal

\$319,917.00

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258

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

TO: City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: Monica McClureemail: **monica.mcclure@austintexas.gov**

Tel: 512-974-1714

QUOTATION 125916 V:4

DATE: May 14, 2013

TERMS: Net 30 Days

FOB: Destination **

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
2	8300- 0500- 01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	10	\$2,583.00	\$2,014.74	\$20,147.40 *
3	NPN	NCE X Series Defibrillator Mount - ZOLL is reselling NCE equipment with this order, which will be drop-shipped directly from NCE. Warranty will be managed directly between ATCEMS and NCE	10	\$395.00	\$395.00	\$3,950.00
4	DI SC	Competitive Conversion Discount	1	\$0.00	(\$57,500.00)	(\$57,500.00) *
*Reflects Discount Pricing.						

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TOTAL \$286,514.40

1. DELIVERY WILL BE MADE 45 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
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8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING **www.zollwebstore.com**.

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258

CITY OF AUSTIN, TEXAS

Purchasing Office REQUEST FOR PROPOSAL (RFP) Offer Sheet

SOLICITATION NO: CEA0114

COMMODITY/SERVICE DESCRIPTION: EMS Portable Monitor-Defibrillators

DATE ISSUED: 10/29/12

REQUISITION NO.: RQM 9300 12090700540

PRE-PROPOSAL CONFERENCE TIME AND DATE: 2PM, CDT, November 1, 2012 (A conference line will be set up. Please contact Buyer for information at 512-974-2938).

COMMODITY CODE: 93856

LOCATION: 124 W. 8th Str., 3rd Floor Conf. Rm., Austin, TX

FOR CONTRACTUAL AND TECHNICAL ISSUES CONTACT:

PROPOSAL DUE PRIOR TO: 11:00 AM, CDT, November 16, 2012

Colleen Athey

Senior Buyer

Phone: (512) 974-2938

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 310, AUSTIN, TEXAS 78701

When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired, as shown below.

P.O. Address for US Mail	Street Address for Hand Delivery or Courier Service
City of Austin	City of Austin, Purchasing Office
Purchasing Office	Municipal Building
P.O. Box 1088	124 W 8 th Street, Rm 310
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 12 ELECTRONIC COPIES OF OFFER

OFFER SUBMITTED BY

By the signature below, I certify that I have submitted a binding offer.

Signature of Person Authorized to Sign Offer

Michael Trotter, VP of EMS Sales

Signer's Name and Title: (please print or type)

FEDERAL TAX ID NO. [REDACTED]

Date: November 1, 2012

Company Name: ZOLL Medical Corporation

Address: 269 Mill Road


City, State, Zip Code Chelmsford, MA 01824-4105

Phone No. (800) 348-9011

Fax No. (978) 421-0005

Email Address: mtrotter@zoll.com

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0700	REFERENCE SHEET	1
0800	NON-DISCRIMINATION CERTIFICATION	2
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0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE or NO GOALS UTILIZATION PLAN	2
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All other Sections may be viewed at: http://www.austintexas.gov/financeonline/vendor_connection/index.cfm

RETURN THE FOLLOWING DOCUMENTS WITH YOUR OFFER**

- Cover Page Offer Sheet
- Section 0600 Bid Sheet(s)
- Section 0605 Local Business Presence Identification Form
- Section 0700 Reference Sheet (if required)
- Sections 0800 - 0835 Certifications and Affidavits (return all applicable Sections)
- Section 0900 MBE/WBE Procurement Program Package or No Goals Utilization Plan

**** See also Section 0200, Solicitation Instructions, Section 0400, Supplemental Purchase Provisions, and Section 0500, Scope of Work/Specification, for additional documents that must be submitted with the Offer.**

The Vendor agrees, if this Offer is accepted within 180 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and provisions attached thereto for the amounts shown on the accompanying Offer.

*** INCORPORATION OF DOCUMENTS.** Section 0100, Standard Purchase Definitions; Section 0200, Standard Solicitation Instructions; and Section 0300, Standard Purchase Terms and Conditions are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of these Sections are available, on the Internet at the following online address http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS.

If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office at the address or phone number indicated on page 1 of this Offer Sheet. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.

It is the policy of the City of Austin to involve certified Minority Owned Business Enterprises (MBEs) and Woman Owned Business Enterprises (WBEs) in City contracting. MBE and WBE goals for this Solicitation are contained in Section 0900.

All Contractors and Subcontractors should be registered to do business with the City prior to submitting a response to a City Solicitation. In the case of Joint Ventures, each individual business in the joint venture should be registered with the City prior to submitting a response to a City solicitation. If the Joint Venture is awarded a contract, the Joint Venture must register to do business with the City. Prime Contractors are responsible for ensuring that their Subcontractors are registered. Registration can be done through the City's on-line vendor registration system. Log onto http://www.austintexas.gov/financeonline/vendor_connection/index.cfm and follow the directions.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the deliverables under reservation and no tender of a bill of lading will operate as a tender of deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the deliverables shall pass to the City only when the City actually receives and accepts the deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the deliverables at delivery before accepting them, and to reject defective or non-conforming deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

13. **PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made bycheck unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

14. **TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

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<http://www.gsa.gov/portal/category/21287>

No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. RIGHT TO AUDIT:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. The Contractor shall include section a. above in all subcontractor agreements entered into in connection with this Contract.

18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and

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Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
- i. require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all deliverables furnished under the Contract, and that the deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the deliverables.

21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and

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regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the deliverables shall be new or recycled merchandise, and not used or reconditioned.

- A. Recycled deliverables shall be clearly identified as such.
- B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
- C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the deliverables or from the date of acceptance of any replacement deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming deliverables, or replace the non-conforming deliverables with fully conforming deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
- D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such deliverables from another source.
- E. If the Contractor is not the manufacturer, and the deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.

22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
- B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
- C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior

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to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.
30. **DELAYS:**
- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an

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adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 49. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

A. Definitions:

- i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
- (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
- ii. "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised 6/01/98).

A. General Requirements.

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

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- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The Contractor must submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better. The City will accept workers' compensation coverage written by the Texas Workers' Compensation Insurance Fund.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall endeavor to provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit,

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or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the deliverables and (ii) the deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **OWNERSHIP AND USE OF DELIVERABLES**: The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

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- A. Patents. As to any patentable subject matter contained in the deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. Copyrights. As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this Paragraph 38 shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.
- C. Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 38 a., b., and c. shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph 37 above.
39. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.
40. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
41. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
42. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City

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shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

43. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
44. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
45. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
46. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
47. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
48. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.
49. **DISPUTE RESOLUTION**:
- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

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- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.
50. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.
51. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.
52. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

53. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.
54. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

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The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

55. EQUAL OPPORTUNITY

- A. **Equal Employment Opportunity:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Offeror, or Offeror's agent, shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

56. BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
 - iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
 - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
 - v. "Foreign end product" means an end product other than a domestic end product.
 - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.

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- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to Colleen Athey by fax to (512) 974-2388 or e-mail: colleen.athey@austintexas.gov no later than 2:00 PM CDT on November 7, 2012.

2. **INSURANCE**. Insurance is required for this solicitation.

A. **General Requirements**. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: **INSURANCE COORDINATOR**
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements**. The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance**. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC 420601, or equivalent coverage
- ii. **Commercial General Liability Insurance**. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).

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- (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. Business Automobile Liability Insurance. The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
- (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement TE 2046A, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement TE 0202A, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement TE 9901B, or equivalent coverage.
- iv. Additional insurance requirements:
- (a) Property Insurance: The Contractor shall provide All Risk Property coverage including, but not limited to, fire, wind, hail, theft, vandalism, and malicious mischief for all real and personal property owned or used by the City and in the care, custody, and control of the Contractor. The City shall be added to the property policy as a Loss Payee as their interest may appear.
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.
- The City of Austin is an Additional Insured on the general liability and the auto liability policies. A Waiver of Subrogation is issued in favor of the City of Austin for general liability, auto liability and workers compensation policies.

3. TERM OF CONTRACT

- A. The Contract shall be in effect for an initial term of 60 months and may be extended thereafter for up to 5 additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

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- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above. A price increase, subject to the provisions of this Contract, may be requested by the Contractor (for each period of extension) for approval by the City's Purchasing Officer or his designee.

THIS IS A 60 MONTH CONTRACT.

FIRM PRICES ARE TO BE SUBMITTED FOR THE FIRST TWELVE (12) MONTH PERIOD

4. QUANTITIES

The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

5. DELIVERY REQUIREMENTS

Location:	Days: Monday – Friday
Emergency Medical Services Department	8AM – 4:30PM
ATTN: William A. Alderete	
4201 Ed Bluestein	
Austin, TX 78721	

- A. Delivery is to be made within 45 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.
- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 52 in Section 0300).

6. INVOICES and PAYMENT (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a non-duplicated invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Emergency Medical Services
Attn:	Accounts Payable

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Address	P.O. Box 1088
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. RESTOCKING FEES

- A. The Contractor may bill the City restocking fees (if included in their Offer) for parts that are ordered by the City under the contract and returned for refund. The Contractor is not obligated to accept for refund any part that is not resalable and/or not in the same condition as when purchased.
- B. Restocking fees may be charged to the City when multiple parts or groups of parts are returned for refund at one time due to the City inventory warehouse cleaning, unless these parts are returned at an annual pre-arranged date. The date for the annual return shall be mutually agreed upon between the City and the Contractor.

8. MATERIALS SPECIFICATIONS/DESCRIPTIVE LITERATURE

- A. If a solicitation refers to a Qualified Products List (QPL), Standard Products List (SPL) or a manufacturer's name and product, any Offeror offering products not referenced in the solicitation must submit as part of their Offer materials specifications/descriptive literature for the non-referenced product. Materials specifications/descriptive literature must be identified to show the item(s) in the Offer to which it applies.
- B. Materials specifications/descriptive literature are defined as product manufacturer's catalog pages, "cut sheets" applicable tests results, or related detailed documents that specify material construction, performance parameters, and any industrial standards that are applicable such as ANSI, ASTM, ASME, SAE, NFPA, NBS, EIA, ESL, and NSA. The submitted materials specifications/descriptive literature must include the manufacturer's name and product number of the product being offered.
- C. The failure of the materials specifications/descriptive literature to show that the product offered conforms to the requirements of the Solicitation shall result in rejection of the Offer.
- D. Failure to submit the materials specifications/descriptive literature as part of the Offer may subject the Offer to disqualification from consideration for award.

9. SAMPLES – EXACT REPLICA

- A. The Offeror shall submit an exact replica of the goods to be provided per specification RFP CEA0112. This sample shall be provided within 7 working days after request by the City.
- B. Send samples to the City at the following address:

City of Austin	
Department	Emergency Medical Services
Address	4201 Ed Bluestein Blvd.
City, State Zip Code	Austin, TX 78721
Attn:	Mr. William A. Alderete

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- C. All products provided to the City under this solicitation will be evaluated or tested and must meet all requirements of the specification, regardless of whether or not all requirements are to be evaluated or tested.
- D. Samples will be provided at no cost to the City, will be retained by the City, and may be used for use in assuring compliance with materials specifications after award. Failure to supply samples when requested shall subject the Offer to disqualification from consideration for award.

10. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit, certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at:
<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID)

- A. Access to the Emergency Medical Services Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Emergency Medical Services Department building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Emergency Medical Services Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.

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- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

12. ECONOMIC PRICE ADJUSTMENT

- A. Prices shown in this contract shall remain firm for the first 12-month period of the contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor subject to the following considerations:
- B. Price Increases
 - i. Requests for price increases must be made in writing and submitted to the appropriate Buyer in the City's Purchasing Office. The letter must be signed by a person with the authority to bind the Contractor contractually, shall reference the contract number, and include the following documentation:
 - (1) an itemized, revised price list with the effective date of the proposed increase;
 - (2) copies of the documentation provided by the manufacturer regarding the proposed price increase if the contractor is not the manufacturer of the products. If the Contractor is the manufacturer of the products, a letter so stating must be provided;
 - (3) Contractor shall submit, as a part of the request for increase, the version of the Producer Price Index (s) Table 6 – Producer price indexes and percent changes for Electromedical equipment, including diagnostic, therapeutic and patient monitoring equipment/1179-054 (the "Index") current as of the date of the Contractor's Offer; and a copy of the index for the most current period.
 - (4) Proposed price increases must be solely for the purpose of accommodating increases in the Contractor's costs for the products or services provided. Prices for products or services unaffected by verifiable cost trends shall not be subject to change.
 - ii. Requests for price increases must be made in writing and submitted to the appropriate Contract Manager prior to each yearly anniversary date of contract. Prices will only be considered for an increase at that time. Once received, the City will have 30-calendar days to review and approve/disapprove the requested increase. Should the City not agree with the requested increase, Contractor may either maintain the prices currently in effect, negotiate an acceptable increase with the City or terminate the contract.
 - iii. The proposed percentage change between the current contract price and the requested price shall not exceed the percentage change between the Index in effect at the beginning of the current review period and the one in effect at the time the price increase is requested. Except in the case of emergency situations, the requested index related or non-index related price increase shall not exceed **twenty-five percent (25%)** for any single line item, and in no event shall the total amount of the contract be automatically increased as a result of the increase in any one or more line items made pursuant to this provision.
 - iv. Since the perceived need for price increases may be due in whole or in part to factors other than index changes, the City may consider approving fully-documented increase requests

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which, in the Contractor's opinion, justify price increases for one or more line items in the contract. If index changes are responsible in part for the requested change, those changes shall be documented as previously described above.

C. Price Decreases

- i. Proposed price decreases may be offered to the City at any time, and become effective upon acceptance by the City unless a different effective date is specified by the Contractor. Request for price decreases by the City will be based on the same documentation as price increase request. Price decrease offers may also be subject to negotiation.
- ii. Price decreases based on relevant factors may be requested by the City at any time. Such requests shall be accompanied by a complete statement of the City's justification for the request. The Contractor shall have 30-calendar days to respond to the City's request. Following receipt of the Contractor's agreement with the requested decrease, the City may implement the decrease at any time. Should the Contractor not agree with the requested decrease, the City may either maintain the prices currently in effect, negotiate with the contractor, or terminate the contract.

13. INTERLOCAL PURCHASING AGREEMENTS (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

14. CONTRACT MANAGER

The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Patrick Murphy
Emergency Medical Services Department
patrick.murphy@austintexas.gov

*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.

Section 0500: Scope of Work

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1.0 INTRODUCTION

The City of Austin (COA) is requesting proposals from experienced and qualified vendors for a five year contract with five annual options to renew, for procurement and maintenance of portable defibrillator/multi-parameter monitors and accessories. The system proposed must be based on the device specifications (see Section 3.3) and other business requirements as defined herein by the Austin-Travis County Emergency Medical Services Department (ATCEMS). Proposals must include warranty provisions, a preventative maintenance program, and provisions for repair and exchange of damaged units. Proposal must also include provisions for buy back / trade-in of the Department's current monitor/defibrillators and support equipment (see section 6.1.5).

1.1 Project Goals

ATCEMS seeks to replace its aging fleet of monitor/defibrillators with new equipment that meets modern prehospital patient assessment and treatment standards. The new system must integrate with the Department's electronic medical record system, and take advantage of advances in wireless electronic data transmission technologies. The system to be procured must support post hoc analysis of care provided by Department personnel at the level of individual cases as well as aggregation for the Department as a whole. The new monitor/defibrillators must provide advanced fault identification and analysis algorithms in order to maximize system reliability.

1.2 Scope of Work

This specification establishes the minimum requirements for Department acquisition of eighty (80) portable defibrillators/multi-parameter cardiac monitors and supporting supplies and accessories. Proposals must include provisions for the trade-in of ATCEMS's existing cardiac monitor system. The City wishes for qualified vendors to provide pricing for the following items:

1. Initial procurement of 80 units. The city reserves the right to acquire more or less of these quantities as may be required throughout the contract term. Estimated quantities for annual purchases following the initial procurement are listed in Section C of the bid sheet.
2. Preventative maintenance and repair / replacement programs for the duration of the contract.
3. Purchase of accessories and disposable supplies for the duration of the contract.
4. Buy-back / trade-in provisions for the Department's existing monitor/defibrillator system.

Proposals should be structured to offer the city the ability to select from either of the following options:

1. Annual lease of equipment for the five years of the initial contract, with title for all equipment transferring to the city at the end of the initial contract. For additional units acquired during the initial five year term of the agreement, the lease price shall be amortized over the months remaining on the contract at the time of delivery. Monitor/defibrillators acquired during any

extension periods will be outright purchases under this scenario. Vendors must include a copy of any proposed lease agreement, including full terms and conditions, in their proposal.

2. The outright purchase of 80 units, including all accessories noted in Part 4 of this document.

Failure to offer both options will not disqualify a proposal. Proposals for either option must include all provisions listed in Part 4 “Expected Procurement” of this document. Vendors shall provide pricing in Attachment A of this solicitation.

The contract will be for an initial five year period, with the City having an annual option to renew the contract for each of the five years following conclusion of the initial agreement.

1.3 Vendor Qualifications

Vendors must meet the following requirements in order to respond to this solicitation:

1. Vendors must have at least 5 years’ experience in providing portable monitors to prehospital care providers.
2. Proposed solution must have FDA approval. Documentation must be submitted with the proposal.
3. Vendor must not be subject to any FDA recall, injunction or other actions at the time that proposal is submitted. Any pending actions of which the vendor is aware must be disclosed and explained.

1.4 Project Timeline

Below is a projected timeline for the procurement of monitor/defibrillators; ***dates are subject to change.***

Project Milestone	Date
Solicitation Issued	October 29, 2012
Pre-proposal conference	November 1, 2012
Final Questions Due	November 7, 2012
RFP Responses Due	November 16, 2012
Evaluation of RFPs	November 20 – December 7, 2012
Vendor Demonstrations	December 18-20, 2012
Field Trial	January – March 2013
Vendor Selection	March 2013
City Council Award of Contract	May 2013

2.0 BACKGROUND INFORMATION

The following information is provided to assist vendors in developing their proposals. The first section includes a description of the Department, the services it provides, and its operating environment. The second section describes existing systems with which the vendors proposed system will be expected to interact.

2.1 Overview of Austin/Travis County Emergency Medical Services

The Austin/Travis County EMS Department is the primary provider of prehospital medical care and rescue within the City of Austin and Travis County. The Department covers an area of approximately 1038 square miles, with a rapidly growing population currently estimated at nearly 1.1 million people.

ATCEMS is a third service public sector provider, separate from the Fire and Police Departments. Department personnel responded to 104,691 incidents and evaluated 87,366 patients for the fiscal year ending September 30, 2011. For the current fiscal year, the Department projects that it will respond to more than 111,000 incidents and evaluate over 93,000 patients.

The Department is jointly funded by the City of Austin and Travis County. The City of Austin is the managing partner of this funding consortium. Services to the County are provided under an interlocal agreement between the City and the County. ATCEMS is supported in its operation by 18 first response agencies and 16 corporate first response teams. The Department has an active staff of 475 personnel, of whom 305 are direct care providers. Medical Direction is provided by two full-time physicians who oversee the Austin-Travis County EMS System clinical alliance. The Medical Director provides medical oversight for all EMS and First Responder activities within the City of Austin and Travis County. The Medical Director is also the EMS System's prescriptive authority for pharmaceuticals and medical devices requiring physician authorization for purchase.

ATCEMS currently operates 39 Advanced Life Support (ALS) ambulances on a daily basis to respond to emergency incidents. A number of these units have additional specialties, including three that have rescue and HazMat capabilities, one tactical unit, and two units configured and equipped to manage bariatric patients. Six commanders supervise field operations on a 24-hour basis; these units do not transport. The Department operates a number of first response units, including motorcycles, bicycles, ATV gators and squads. These units are deployed for special events and at times of anticipated high demand. ATCEMS also deploys additional ambulances to provide assistance and care at prescheduled events, such as athletic competitions, concerts, and festivals.

ATCEMS offers a sophisticated clinical practice to the community it serves. The EMS system includes trauma centers, stroke centers, and STEMI centers. Paramedic scope of practice includes induced hypothermia for cardiac arrest, a variety of advanced airway management techniques, and routine use of capnography in patient assessment. The Department has participated in a number of clinical studies, including the recently published RAMPART trial. To this end, the Department would be strongly interested in participating in vendor testing of new or upgraded devices.

2.2 Existing Systems

There are a number of existing systems with which any proposed monitor/defibrillator will be required to work.

2.2.1 Computer Network

ATCEMS primarily has a client-server network. The Client systems run on Windows platforms, with MS Office applications as the primary desktop tools. The Department is in the process of converting from Windows XP to Windows 7 as its desktop operating system. Servers use the Windows Server 2008 OS.

2.2.2 Zoll Data Systems RescueNet TabletPCR

ATCEMS uses the Zoll Data Systems RescueNet TabletPCR as its electronic medical record system (<http://www.zolldata.com/rescuenet-epcr/>). The system runs on Panasonic Toughbook CF-19 Convertible Tablet PCs (<http://www.panasonic.com/business/toughbook/fully-rugged-laptop-toughbook-19.asp>); these devices are equipped with Wi-Fi a/b/g/n and a standard suite of interfaces (USB 2.0, Ethernet 10/100/1000, etc.). The tablets use a mix of Windows XP and Windows 7 operating systems; all operate in 32 bit mode.

2.2.3 InMotion Onboard Mobile Gateway

InMotion Onboard Mobile Gateways are currently being installed on all ambulances and will be fully operational by the time the contract for monitors will be awarded. More information on this device is available at <http://www.inmotiontechnology.com/products/omg/>.

3.0 DEVICE SPECIFICATIONS

This section describes Department expectations for devices to be acquired. Additional requirements for the proposal are contained in following sections.

3.1 Specification Categories

Cardiac monitor specifications are divided into the following categories:

1. **Clinical Capabilities:** These specifications relate to direct care of patients using the proposed monitor/defibrillator.
2. **Physical Specifications:** These specifications are related to the construction of the device itself.
3. **Usability:** These specifications address the needs of end-users of the device.
4. **Data Capture & Analysis:** These specifications address the collection and use of data from the device for event reviews and other purposes.

3.2 Criticality Level Definitions

All specifications are assigned one of the following three criticality levels:

- **Required:** These requirements are considered highly critical and must be satisfied by the system in some way. In some cases, the *Required* specifications can be met with a different feature or an alternative solution.
- **Expected:** These requirements are important to the end users of the system. In some cases, the *Expected* requirements can be met with a different feature or an alternative solution.
- **Desired:** These are requirements that add value to the device but may not be common in cardiac monitors.

3.3 Tables of Specifications

The following tables contain ATCEMS specifications for the monitor/defibrillator procurement. All tables contain the following columns:

- **Requirement ID:** a reference number for the particular specification.
- **Function:** Subdivision of the specification category that describes a specific attribute.
- **Requirement:** Description of the particular specification.
- **Response:** Information that the vendor should provide to show the means by which the device meets the specification.
- **Criticality:** Importance of the specification (see section 3.2 for definitions of criticality levels)

Vendors should use the attached Access database to provide responses to these specifications.

Instructions for use of the database are included in appendix E.

3.3.1 Clinical Capabilities

Req. ID	Function	Requirement	Response	Criticality
3.3.1.01	Patient Compatibility	Monitor is compatible with adult, pediatric, and neonatal patients.	Describe patient applications and limitations.	Required

Req. ID	Function	Requirement	Response	Criticality
3.3.1.02	Patient Monitoring	Provides multi-lead EKG monitoring capability.	Describe leads that can be recorded and displayed by monitor.	Required
3.3.1.03	Patient Monitoring	Filters out CPR artifact to allow interpretation of EKG rhythms while compressions are in progress.	Describe “read through” capabilities and limitations.	Expected
3.3.1.04	Patient Monitoring	Provides audio and visual alerts to changes in patient condition.	Describe alerts available on monitor and the results of silencing and / or dismissing an alert.	Required
3.3.1.05	Patient Monitoring	Alerts users to development of lethal dysrhythmias.	Describe alerts available on monitor.	Required
3.3.1.06	Patient Monitoring	Provides <i>Lead Off</i> alert.	Describe lead off alert.	Expected
3.3.1.07	Patient Monitoring	Default alerts are configurable by administrator at time of initial setup.	Describe procedure(s) for setting default alerts.	Expected
3.3.1.08	Patient Monitoring	Alerts can be easily set and adjusted by users while at patient side.	Describe procedure(s) for adjusting alerts in field.	Expected
3.3.1.09	Patient Monitoring	Unit records standard diagnostic 12-lead EKG.	Describe and demonstrate capability to record diagnostic 12-lead EKG.	Required
3.3.1.10	Patient Monitoring	Unit simultaneously displays all 12 EKG leads (dynamic 12-lead EKG).	Describe and demonstrate display of dynamic 12-lead EKG.	Required
3.3.1.11	Patient Monitoring	Unit prints diagnostic 12-lead EKGs in 4x3 format.	Provide samples of hard copy 12 leads printed from device.	Expected
3.3.1.12	Patient Monitoring	Unit has clinically validated algorithms for identifying Acute Myocardial Infarction(s) (AMI).	Vendor must describe algorithms, including sensitivity and specificity and must cite the references for these values.	Required
3.3.1.13	Patient Monitoring	Unit has configuration options that allow administrator to disable or enable AMI identification algorithms.	Describe process for enabling / disabling the 12 lead interpretive algorithms.	Desired

Req. ID	Function	Requirement	Response	Criticality
3.3.1.14	Patient Monitoring	Unit monitors End Tidal Carbon Dioxide (ETCO ₂) levels of patients who are spontaneously breathing, and patients who require mechanical support of ventilation.	Vendor must describe and demonstrate ETCO ₂ monitoring capabilities.	Required
3.3.1.15	Patient Monitoring	Unit displays quantitative values and waveform for all ETCO ₂ monitoring.	Vendor must describe and demonstrate quantitative and waveform displays, and describe time required from circuit completion to ETCO ₂ display.	Required
3.3.1.16	Patient Monitoring	Unit provides trend analysis for ETCO ₂ monitoring in the course of patient care.	Vendor should describe and demonstrate trend analysis capabilities.	Expected
3.3.1.17	Patient Monitoring	Unit provides pulse oximetry monitoring capability.	Vendor must describe and demonstrate pulse oximetry capability.	Required
3.3.1.18	Patient Monitoring	Unit displays quantitative values and waveform for all pulse oximetry monitoring.	Vendor must describe and demonstrate quantitative and waveform displays.	Required
3.3.1.19	Patient Monitoring	Unit provides trend analysis for pulse oximetry monitoring in the course of patient care.	Vendor should describe and demonstrate trend analysis capabilities.	Expected
3.3.1.20	Patient Monitoring	Unit uses a variety of disposable and reusable pulse oximetry probes.	Vendor should describe and demonstrate probes that can be used with pulse oximetry monitor.	Expected
3.3.1.21	Patient Monitoring	Unit provides Non-Invasive Blood Pressure (NIBP) monitoring capability.	Vendor must describe and demonstrate NIBP capability.	Required
3.3.1.22	Patient Monitoring	Administrator can set default interval for unit to automatically collect vital signs. Field users can easily adjust interval in the course of patient care.	Vendor should describe and demonstrate procedure for setting default interval, and for adjusting interval in the course of patient care.	Expected
3.3.1.23	Patient Monitoring	Unit calculates and displays Mean Arterial Pressure (MAP).	Vendor should describe and demonstrate MAP capabilities.	Expected

Req. ID	Function	Requirement	Response	Criticality
3.3.1.24	Patient Monitoring	Unit comes with BP cuffs to fit a variety of patients, including (at a minimum) neonatal, pediatric, adult, and bariatric patients.	Vendor should describe the cuffs available for use with the unit.	Expected
3.3.1.25	Patient Monitoring	NIBP unit is vibration resistant.	Vendor should describe and demonstrate vibration resistance.	Expected
3.3.1.26	Patient Monitoring	NIBP unit functions with wireless BP cuffs.	Vendor should describe and demonstrate this capability.	Desired
3.3.1.27	Patient Monitoring	Monitor provides real-time CPR feedback without need to look away from patient.	Vendor must describe and demonstrate this capability including available metronome or similar compression reminder feedback.	Required
3.3.1.28	Patient Monitoring	CPR Feedback alerts providers when CPR fails to meet upper or lower parameters for: <ul style="list-style-type: none"> • Compression rate • Compression depth • Compression release 	Vendor must describe and demonstrate this capability.	Required
3.3.1.29	Patient Monitoring	CPR Feedback alerts providers when CPR fails to meet upper or lower parameters for: <ul style="list-style-type: none"> • Ventilation rate • Pauses in CPR 	Vendor should describe and demonstrate this capability.	Expected
3.3.1.30	Patient Monitoring	Administrators can modify CPR parameters without relying on vendor support staff.	Vendor should describe and demonstrate this capability.	Expected
3.3.1.31	Patient Monitoring	Unit provides carbon monoxide monitoring capability.	Vendor should describe and demonstrate carbon monoxide monitoring capability.	Desired
3.3.1.32	Patient Monitoring	Unit displays quantitative values and waveform for all carbon monoxide monitoring.	Vendor should describe and demonstrate quantitative and waveform displays.	Desired
3.3.1.33	Patient Monitoring	Unit provides trend analysis for carbon monoxide monitoring in the course of patient care.	Vendor must describe and demonstrate trend analysis capabilities.	Desired

Req. ID	Function	Requirement	Response	Criticality
3.3.1.34	Patient Monitoring	Monitor provides continuous body temperature monitoring capability.	Vendor should describe and demonstrate this capability.	Expected
3.3.1.35	Patient Monitoring	Monitor provides esophageal temperature monitoring capability.	Vendor should describe and demonstrate this capability and describe available temperature probe types.	Expected
3.3.1.36	Patient Monitoring	Monitor provides invasive blood pressure monitoring capability.	Vendor should describe and demonstrate this capability.	Desired
3.3.1.37	Patient Interventions	Monitor provides therapeutically appropriate defibrillation.	Vendor must describe type of defibrillation provided by unit, and list all energy levels provided by unit for adults and pediatric patients.	Required
3.3.1.38	Patient Interventions	Monitor supports “hands-off” defibrillation.	Vendor must describe and demonstrate this capability.	Required
3.3.1.39	Patient Interventions	Defibrillator safely and easily dumps a defibrillation / cardioversion charge.	Vendor must describe and demonstrate this capability.	Required
3.3.1.40	Patient Interventions	Device supports the use of combination pacing / defibrillation pads	Vendor will list compatible combination pads. Vendor will document FDA and/or vendor guidelines on use of listed pads, including but not limited to effects on monitor performance and vendor warranties.	Required
3.3.1.41	Patient Interventions	Unit adapts to use defibrillation pads from multiple manufacturers.	Vendor should list pads with which monitor can be adapted to deliver interventions, and the procedure and / or adapters necessary to make this possible. Vendor will document FDA and/or vendor guidelines on use of listed pads, including but not limited to effects on monitor performance and vendor warranties.	Expected

Req. ID	Function	Requirement	Response	Criticality
3.3.1.42	Patient Interventions	Unit supports simultaneous delivery of two distinct defibrillatory shocks, each set for maximum energy (e.g. using two cardiac monitors) without requiring recertification.	Vendor should demonstrate and document this capability.	Desired
3.3.1.43	Patient Interventions	Monitor supports synchronized cardioversion at multiple energy levels.	Vendor must describe type of cardioversion provided by unit, describe the process for delivering synchronized cardioversion, and list all energy levels provided by unit.	Required
3.3.1.44	Patient Interventions	Monitor supports transthoracic cardiac pacing at multiple energy levels.	Vendor must describe type of pacing provided by unit, describe the process for initiating and maintaining external pacing, and list all energy levels provided by unit.	Required
3.3.1.45	Patient Interventions	Pacing unit detects internal pacing.	Vendor should describe and demonstrate this capability.	Expected
3.3.1.46	Patient Interventions	Pacing unit provides external pacing in a fixed mode.	Vendor must describe and demonstrate this capability and describe other available pacing modes.	Required

3.3.2 Physical Specifications

Req. ID	Function	Requirement	Response	Criticality
3.3.2.01	Construction	Monitor meets military specifications for resistance to drops, vibrations, and environmental conditions.	Vendor should describe compliance with military specifications.	Expected
3.3.2.02	Construction	Monitor is easy to clean (i.e. minimal cracks or crevices; smooth surfaces throughout, etc.).	Describe cleaning of device.	Required
3.3.2.03	Construction	Monitor is water/liquid resistant – must be capable of operating in wet/humid conditions and withstand cleaning/ disinfection	Describe liquid tolerance of device.	Required

Req. ID	Function	Requirement	Response	Criticality
3.3.2.04	Construction	Monitor is certified for air medical operations.	Describe air medical certifications.	Expected
3.3.2.05	Size	Monitor has multiple carrying options, including handle and shoulder strap.	Vendor should describe and demonstrate this capability.	Expected
3.3.2.06	Size	Monitor minimizes the number of cables necessary to perform all functions.	Vendor should describe and demonstrate this capability.	Desired
3.3.2.07	Size	Unit provides recessed or flush mounting of cables and external devices.	Vendor should describe and demonstrate this capability.	Desired
3.3.2.08	Size	Unit is compact when all cables and attachments are stored.	Vendor should describe and demonstrate this capability.	Desired
3.3.2.09	Protection	Proposal includes a durable soft case to protect monitor during regular use.	Vendor must describe case to be used with monitor.	Required
3.3.2.10	Protection	Soft case includes screen protection.	Describe screen protection available for monitor.	Expected
3.3.2.11	Protection	Cable system includes durable components and connections that are resistant to damage.	Vendor should describe measures taken to protect cables and connections from damage caused by conditions encountered in the prehospital environment.	Expected
3.3.2.12	Protection	Soft case includes top opening storage compartments.	Describe storage capabilities of soft case.	Desired
3.3.2.13	Protection	Monitor includes provisions for theft tracking device (e.g. Lo-Jack).	Describe theft tracking capabilities.	Desired
3.3.2.14	Power Sources	Monitor operates on AC and DC power.	Describe power sources used by device, and any converters needed.	Required
3.3.2.15	Power Sources	Monitor operates on battery power for minimum of 4 hours while using multiple components, without requiring changing batteries.	Describe batteries and expected life under normal prehospital operating conditions and circumstances.	Expected

Req. ID	Function	Requirement	Response	Criticality
3.3.2.16	Power Sources	Unit displays visual indicators of battery charge level(s).	Describe this capability and provide examples.	Required
3.3.2.17	Power Sources	Batteries are hot-swappable.	Describe this capability.	Expected
3.3.2.18	Power Sources	Batteries recharge quickly.	Describe duration required for batteries to return to full charge from fully depleted state: <ul style="list-style-type: none"> In monitor In battery support system 	Expected
3.3.2.19	Mounting Systems	Proposal includes a variety of mounting systems, including but not limited to: <ul style="list-style-type: none"> Ambulance Aircraft Stretcher 	Describe all mounting systems in proposal.	Expected
3.3.2.20	Mounting Systems	Proposed mounting systems operate with monitor in fully loaded soft case.	Describe this capability.	Expected

3.3.3 Usability

Req. ID	Function	Requirement	Response	Criticality
3.3.3.01	User Interface	Interface is easy to use and navigate for administrators and field users.	Describe ease of use features.	Expected
3.3.3.02	User Interface	Users can easily enter data into monitor.	Describe features.	Expected
3.3.3.03	User Interface	Device records voices and sounds in the area of the event during use.	Describe features and recording time limits.	Expected
3.3.3.04	User Interface	Device accepts and acts on voice commands.	Describe features.	Desired
3.3.3.05	Display	Unit displays at least three simultaneous wave forms, including when device is used to treat a cardiac arrest patient.	Describe display.	Required

Req. ID	Function	Requirement	Response	Criticality
3.3.3.06	Display	Unit displays waveforms and numeric values for monitored inputs.	Describe display.	Required
3.3.3.07	Display	Display has color-capable anti-glare screen that can be easily read in direct sunlight.	Describe display.	Expected
3.3.3.08	Display	Administrator easily defines default waveform displays.	Describe procedure for setting default display.	Expected
3.3.3.09	Display	Field crews easily reconfigure displays in course of patient care.	Describe procedure for changing waveform(s) displayed.	Expected
3.3.3.10	Display	Screen provides day and night contrast schemes.	Describe display.	Expected
3.3.3.11	Display	Screens brightness is easily adjustable.	Describe capability and brightness range.	Desired
3.3.3.12	Configurability	Administrator can easily transfer configuration settings from one monitor to another (“cloning”).	Describe this capability.	Expected
3.3.3.13	Configurability	Device can be customized with modular components to change functionality as needs change.	Describe ability to add components.	Expected
3.3.3.14	Configurability	Administrator can preprogram device to capture event data.	Describe this capability.	Expected
3.3.3.15	Configurability	Device autonomously synchronizes internal clock to external time source.	Describe this capability.	Expected
3.3.3.16	Configurability	Device can be remotely administered via network.	Describe this capability.	Desired
3.3.3.17	System Diagnostics	Device performs automated system tests without prompting from users.	Describe this capability including the test frequency and components tested.	Expected
3.3.3.18	System Diagnostics	Device initiates visual and audio alerts when faults are found.	Describe this capability.	Expected

Req. ID	Function	Requirement	Response	Criticality
3.3.3.19	System Diagnostics	Test results can be downloaded from device without vendor assistance.	Describe this capability.	Expected
3.3.3.20	System Diagnostics	Test results can be aggregated and stored in a central data warehouse.	Describe this capability.	Expected
3.3.3.21	System Diagnostics	Users can print out and/or export results of diagnostic tests.	Describe this capability.	Expected
3.3.3.22	Printing	Users can print summary of patient contact immediately following patient care.	Describe this capability.	Required
3.3.3.23	Printing	Device has capability to configure delay between display of waveform event and printing of same.	Describe process for configuring delay.	Expected
3.3.3.24	Printing	Users can print entire case or only selected items.	Describe this capability.	Expected
3.3.3.25	Printing	Case printout includes initial rhythms and all events.	Describe this capability.	Expected
3.3.3.26	Printing	Users can print vital signs trends and EKGs.	Describe this capability.	Expected
3.3.3.27	Printing	Monitor can print on large format paper.	Describe this capability and provide printed examples on available paper sizes.	Desired
3.3.3.28	Data Transmission	Device has Wi-Fi capability.	Describe Wi-Fi integration into device, including available modes.	Expected
3.3.3.29	Data Transmission	Device exports case data to RescueNet TabletPCR in the field.	Describe this capability.	Required
3.3.3.30	Data Transmission	Device exports case data to other common prehospital electronic medical record systems in the field.	Describe this capability.	Expected
3.3.3.31	Data Transmission	Device transfers large data files to TabletPCR rapidly and without interruption.	Describe this capability.	Expected

Req. ID	Function	Requirement	Response	Criticality
3.3.3.32	Data Transmission	Device supports the use of flash memory for large file transfer and device configuration.	Describe this capability.	Expected
3.3.3.33	Data Transmission	Device supports transmission of 12-lead EKGs to receiving hospitals.	Describe this capability.	Expected
3.3.3.34	Data Transmission	Device transmits 12-lead EKGs via multiple means (e.g. Bluetooth, Wi-Fi, etc.).	Describe this capability.	Expected
3.3.3.35	Data Transmission	Device transmits one EKG to multiple destinations.	Describe this capability.	Expected
3.3.3.36	Data Transmission	12-lead transmission does not interfere with patient care activities.	Describe this capability.	Expected
3.3.3.37	Data Transmission	Reception of 12-lead EKG at receiving facility does not require special hardware or software.	Describe this capability.	Expected
3.3.3.38	Data Transmission	Device notifies sender that 12-lead transmission has been received.	Describe this capability.	Desired

3.3.4 Data Capture and Analysis

Req. ID	Function	Requirement	Response	Criticality
3.3.4.01	Data Capture	Device stores data from multiple patient contacts.	Describe storage capability.	Expected
3.3.4.02	Data Capture	Device can upload data to central database for aggregation and further analysis.	Describe this capability.	Expected
3.3.4.03	Event Analysis Software	Vendor proposal must include provision of software to support analysis of data downloaded from monitors as individual cases and on an aggregate basis.	Vendors must describe software, including screen shots.	Required
3.3.4.04	Event Analysis Software	Software runs on Windows operating system.	Vendor must describe software.	Required

Req. ID	Function	Requirement	Response	Criticality
3.3.4.05	Event Analysis Software	Software runs on Macintosh OSX.	Vendor should describe software.	Expected
3.3.4.06	Event Analysis Software	Software is available in 32 and 64 bit versions.	Vendor should describe software.	Expected
3.3.4.07	Event Analysis Software	Software integrates with Zoll Data Systems RescueNet suite.	Vendor should describe software integration capabilities.	Expected
3.3.4.08	Event Analysis Software	Software integrates with other common electronic medical records systems.	Vendor should describe software integration capabilities.	Desired
3.3.4.09	Event Analysis Software	Software integrates with Microsoft Office and other common business productivity software.	Vendor should describe software integration capabilities.	Expected
3.3.4.10	Event Analysis Software	Vendor offers licensing provisions appropriate to multi-user, multi-site environment.	Vendor must describe licensing provisions.	Required
3.3.4.11	Event Analysis Software	Software supports case forwarding via sharing or e-mail.	Describe this capability.	Expected
3.3.4.12	Event Analysis Software	Users can annotate cases.	Describe this capability.	Expected
3.3.4.13	Event Analysis Software	Users can export waveforms to other formats (e.g. JPEG, etc.).	Describe this capability.	Expected
3.3.4.14	Event Analysis Software	Software supports real time playback of events.	Describe this capability.	Expected
3.3.4.15	Event Analysis Software	Playback displays multiple waveforms: EKG, SpO ₂ , and ETCO ₂ .	Describe this capability.	Expected
3.3.4.16	Event Analysis Software	Users can export numeric data to raw formats (CSV, TXT, etc.) for further analysis.	Describe this capability.	Expected

Req. ID	Function	Requirement	Response	Criticality
3.3.4.17	Event Analysis Software	Users can configure trend analysis intervals.	Describe this capability.	Expected
3.3.4.18	Event Analysis Software	Software supports post event analysis of CPR quality.	Describe this capability.	Required
3.3.4.19	Event Analysis Software	CPR quality analysis includes the following factors: <ul style="list-style-type: none"> • Pauses • Depth • Rate • CPR fraction • Recoil / release • Events 	Describe this capability.	Expected
3.3.4.20	Event Analysis Software	Software supports multiple printing options for cases.	Describe this capability.	Expected

4.0 EXPECTED PROCUREMENT

4.1 Definition of *Monitor Package*

A *monitor package* as used hereafter will consist of the following components:

- One cardiac monitor/defibrillator
- One protective / storage case with the ability to carry spare battery(ies) and necessary accessories
- One battery support system
- Sufficient batteries necessary to provide 24 hours continuous run time (vendor must indicate the quantity of batteries necessary to achieve this standard)
- Two each of all necessary cables with required adaptors: 12/4 lead EKG, capnography, pulse oximetry, electrical therapy, temperature sensing (if applicable), carbon monoxide sensing (if applicable)
- Two each reusable NIBP cuffs and hoses for each of the following sizes:
 - Adult – standard
 - Adult – large
 - Adult - small
 - Thigh / bariatric
 - Pediatric
 - Infant / neonate

4.2 Initial Quantities

ATCEMS anticipates an initial acquisition of **80 monitor packages**. The Department will procure additional supplies / equipment to support the monitors. A full list of items to be included in the initial procurement is attached as Appendix B.

4.3 Accessories and Disposables

ATCEMS will purchase accessories and disposable supplies for the duration of the contract between the vendor and the City. See Appendix C for a list of items and estimated annual purchases.

4.4 Extended Warranties and Preventative Maintenance Program

ATCEMS seeks to include warranty, maintenance, and support services as part of this procurement. Vendors should describe available services in detail. All programs should include descriptions of the process for pro-rating service costs for units acquired after the initial procurement in order to maintain a single payment cycle for all service programs.

4.4.1 Initial Product Warranties

Vendors must include a description of warranties included with their proposed solution, including warranty duration, items and services covered under the warranty, and any coverage exclusions.

4.4.2 Extended Warranty

ATCEMS seeks to purchase extended warranty coverage for devices acquired under this contract. Vendors should describe proposed extended warranties in detail, including annual costs, coverage, exclusions, and limitations.

4.4.3 Preventative Maintenance Program

ATCEMS seeks to purchase preventative maintenance services for monitors acquired under this contract. Vendors should describe proposed preventative maintenance programs in detail, including annual costs, proposed maintenance cycles and services performed, and services excluded from the proposed program. The proposal should also identify who will perform maintenance work; if the vendor subcontracts with a third party for maintenance, the proposal must contain assurances that the vendor accepts responsibility for the quality of work performed by the subcontractor and will remedy any deficiencies in their performance.

4.4.4 Device Repairs

Proposals should include a cost schedule for repairs that fall outside warranty and service agreements. Descriptions should include labor and parts costs schedules. The proposal should also indicate conditions under which monitors will be repaired on-site or will require shipping to another location, turn-around times for repairs, availability of loaner equipment while equipment is out-of-service, and responsibility for packing and shipping costs and services.

4.4.5 Technical Support

Vendor proposals should describe technical support available to Department personnel. Descriptions should include on-line and phone services available, hours of availability, and costs associated with technical support.

4.5 Analytics Software

ATCEMS anticipates that it will initially require licensing for a minimum of 20 analytics software users. Additional users may be added during the course of the agreement.

The Vendor must provide the following policies and pricing for proposed analytics software:

- Licensing types (per seat vs. site licensing) for each client
- Licensing for server software (if applicable)
- Licensing for software modules (if applicable)
- License-to-use policies
- Pricing policies and fees for additional clients and servers added after proposal and/or installation
- Maintenance and upgrade policies and pricing.
- Other interface costs (e.g. SDK, etc.)

Vendors must provide sample software licensing and maintenance agreements with their proposals for review by the City. These documents may or may not be used for an eventual contract.

4.6 Future Procurement

ATCEMS anticipates that it will need to acquire additional monitor packages over the term of the agreement. The ultimate quantity to be procured under this agreement will be determined by Department and system needs.

4.7 Purchases by Other Agencies

The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The proposer should be prepared to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

5.0 IMPLEMENTATION REQUIREMENTS

The vendor selected to provide their solution to the Department will be expected to participate in the implementation of the new system. The vendor will have an extensive role in preparation and rollout of the system. Their participation is described in the following sections, but is not limited only to these descriptions. Vendors should propose other implementation-related services that they offer; the Department may elect to incorporate those proposals into the implementation plan as it sees fit. Vendors may be asked to provide other services as circumstances dictate.

5.1 Delivery

ATCEMS anticipates implementing its new system in phases. The selected vendor will complete delivery of all equipment on a schedule mutually agreeable to the Department and the vendor. The vendor is responsible for all packing, shipping materials, and freight costs for delivery of the new monitor system. Equipment will be delivered to the ATCEMS warehouse at 4201 Ed Bluestein Blvd, Austin, Texas. Acceptance is subject to inspection and approval of delivered items.

Trade-in items will be available for vendor pick up only after the new system has been fully deployed. The Department will attempt to make trade-in equipment available to the vendor at a central location. The vendor is responsible for all costs and logistics related to trade-in items (see section 6.1.5 for details on trade-in requirements).

5.2 Training Requirements

During implementation, the vendor will provide materials, curricula and training to prepare Department personnel to deploy the selected solution. The vendor's proposal should describe curricula appropriate to each training program, estimate time required for each training session, and include samples of all written and on-line materials appropriate to the training. The vendor's proposal should also describe any other training or resources offered by the vendor that supports implementation of the proposed solution.

5.2.1 Use of Monitor/defibrillator

The Department anticipates using a computer-based training program distributed via the Department's intranet to introduce the new device to clinical personnel, followed by in-person, hands-on training sessions for all personnel that will include simulated patient contact scenarios. The vendor will be expected to provide the following services and materials:

1. Curricula, videos, sample scenarios, and other materials that can be included in the development of the computer-based and in-person training programs.
2. Direct training of Department education personnel, who in turn will conduct the training of line personnel ("Train the Trainer"). The vendor will be expected to participate in teach-back sessions to ensure that all education personnel deliver material in the same manner. The vendor may also be expected to observe early in-person training sessions to provide quality assurance feedback to the program.

3. In-field observation of use of the implemented solution in order to provide quality assurance feedback to the Department implementation team, and to ensure that the solution is being used correctly by line personnel.

5.2.3 Use of Analytics Software

The vendor will be expected to provide direct training to users of the proposed analytics software. The training should include all aspects of data collection, management, and analysis using the selected solution. The vendor's proposal should include sample training curricula and materials for these users, based on the proposed solution.

5.2.4 On-Site Maintenance and Repair of Monitor

In order to maximize device availability to the Department, the vendor will be expected to train and certify Department personnel to provide minor repairs and maintenance for the selected monitor/defibrillator. Vendor proposals should include a description of repairs that Department personnel will be able to perform, and samples training curricula and materials for these users.

5.2.5 Monitor System Administration

The vendor will be expected to train personnel from the Department's clinical and logistics sections in the procedures necessary to configure the software of the monitor/defibrillator. This training should also include creating and configuring data communication and transmission channels using the variety of tools available to ATCEMS personnel. The vendor's proposal should include sample training curricula and materials for these users, based on the proposed solution.

5.2.6 Other System Participants

Deployment of a new monitor/defibrillator will affect the work performed by personnel employed by allied agencies, particularly first responders and receiving facilities. The selected vendor will be expected to assist in preparing curricula and materials appropriate to orienting other system participants to the new device. Vendor proposals should include sample curricula and materials that can be used to accomplish this task.

5.3 Maintenance

The selected vendor will be expected to provide plans for implementing warranty, preventative maintenance, and support services. Information in the plans should include, but is not limited to, the following:

- Services provided
- Provider(s) for each service
- Contact information for service providers, including
 - A person to serve as a single point of contact for the Department
 - Other contacts as required by the nature of the service to be provided
 - Phone number(s)
 - E-mail address(es)
 - Mailing and physical street addresses
- Response times for services to be provided.

- Escalation procedures.
- Availability of service – time of day, etc.
- Location(s) to which equipment will be shipped, if necessary.
- Procedures for obtaining loaner or replacement equipment, if necessary.

6.0 SOLICITATION REQUIREMENTS

6.1 Initial Response to Solicitation

Proposers must submit the following information as part of their initial response to this solicitation.

Proposers shall provide one (1) original, hard copy of all proposal documents and twelve (12) **electronic** copies of all proposal documents. Each electronic copy must be submitted on a flash memory drive, labeled with the name of the vendor submitting the proposal. Each copy must include the exact same information, in the exact same order and format.

Documents must be submitted in Adobe PDF or Microsoft Office 2003 or later formats. Media submissions (e.g. sample training videos) may be submitted in common media formats.

6.1.1 Statement of Qualifications

The vendor must provide documentation that demonstrates their qualifications to submit a response to this solution (see section 1.3).

6.1.2 FDA History

The vendor will document any and all FDA activity related to its patient monitoring products for the past five years, including actions taken by the FDA and the vendor's responses to those actions.

6.1.3 Response to Specifications

The vendor must provide detailed responses as instructed in Section 3.0 using the format outlined. A Microsoft Access database is included with this solicitation to assist vendors in documenting responses to each specification. The database will support text responses for each specification, and attachment of supporting documents and media, up to a 2GB maximum [the maximum supported size for any single attachment is 256MB]. Any additional attachments should be included in electronic and printed format as specified in directions for submissions.

Instructions for use of the database are contained in appendix E.

6.1.4 Pricing and Configuration Options

The practice of prehospital clinical care is constantly evolving. Services offered by the Department, and the scope of practice of its personnel, are likely to change during the life of the contract. As a result of these changes, the Department may need to update monitors in use at the time of the update or acquire additional monitors with a new configuration.

To this end, the Department is seeking information regarding all options available to change configuration of the proposed monitor/defibrillator, including a price sheet list of all available options which shall include, but is not limited to: available circuit boards, invasive monitoring features, plug-in modules, or any other components which may allow for different or upgraded configuration of the basic monitor assembly. This information should include the price of a basic, unmodified monitor/defibrillator. Please provide information regarding whether any such configuration materials, add-ins, or plug-in modules will be provided by a third-party supplier. If a component involves a third-

party supplier, please identify the third-party supplier by name, location and length of time you have done business with the third-party supplier.

6.1.5 Purchase of Department's Existing Monitor System

Selected vendor will purchase all of Austin-Travis County EMS existing monitor systems which are in good working condition. Age ranges from less than one year to over six years on monitors and accessories. This will include:

1. 76 Physio-Control LifePack 12 Monitors
2. 65 Battery Support Systems
3. 41 AC Power Adapters
4. Any remaining back stocks of cases, cables, and batteries at the time of transition. These quantities will not be known until implementation of the new system begins.

Detailed information about items 1 and 2 in the above list are available in Appendix D.

The vendor's response to this solicitation must include proposed pricing for buy back of items 1 – 3 of the above listed equipment. The selected vendor will provide a price schedule for the equipment listed in item 4 prior to contract execution.

Inventory for the buyback program will not be available to the vendor until the new monitor system is fully and successfully deployed to all units and stations.

6.1.6 Proposed Analytics Solution

The vendor must describe all aspects of their proposed analytics solution, per requirements described in section 4.5.

6.1.7 Proposed Support and Maintenance Solution

The vendor must describe all aspects of their proposed warranty, maintenance, and support solution, per requirements described in section 4.4.

6.1.8 Proposed Training Programs

The vendor must describe all aspects of their proposed training programs, as per requirements describe in section 5.2.

6.1.9 Proposed Implementation Program

The vendor must present a proposed implementation program and timeline based on the requirements in section 5.0. This information may or may not be utilized by the Department implementation team at their discretion.

6.1.10 Documentation

Vendors will provide one original hard copy and electronic copies of all documentation related to proposed equipment. This includes, but is not limited to:

- Product specifications
- User guides

- Configuration guides
- Maintenance guides
- Training materials (printed and multimedia)
- Training curricula
- Preventative maintenance program
- If a lease option is being proposed, a copy of the proposed lease agreement including all terms and conditions.

Multimedia training materials should be submitted in their native format. Other documentation should be submitted in Adobe PDF or Microsoft Office 2003 or later formats.

6.1.11 References

Vendors must provide a list of at least five prehospital customers currently using systems furnished by the vendor. Reference systems must perform a minimum of 50,000 patient contacts per year. Contact information will include system name and address, contact person's name, contact phone numbers, and contact email address. To the extent possible, references should be using the solution proposed by the vendor.

6.2 Demonstration

Based on preliminary evaluation of proposals, some vendors may be invited to present a solution demonstration to the evaluation team. A minimum of two vendors will be invited to provide demonstrations.

6.2.1 Product Demonstration Scheduling

Following evaluation of initial responses to this solicitation, selected vendors will be invited to demonstrate their solution to the ATCEMS evaluation team and other end users. Selected participants will be notified by telephone in late October 2012. Product demonstrations are expected to occur in early November 2012. Demonstration order will be assigned by random drawing.

6.2.2 Product Demonstration Requirements

Product demonstrations must address every functional and technical requirement listed in Section 3.3 of this RFP. Vendors selected to provide product demonstrations are required to submit a demonstration agenda once notified by the City.

ATCEMS will provide demonstration space, power, and network connectivity for vendor demonstrations. Vendors are responsible for furnishing all other needs. If a vendor requires ATCEMS to provide additional facilities or equipment for its demonstrations, those needs must be described in its initial response to this solicitation.

6.3 Field Trial

Following completion of vendor demonstrations, selected vendors will be invited to participate in a field trial of their proposed solution. A minimum of two vendors will be invited to participate in the field evaluation phase. The goal of this phase is to evaluate system suitability for use in the ATCEMS field environment.

6.3.1 Field Trial Format

Each proposed solution will be evaluated by ATCEMS line personnel in the course of patient care for a two week period. Vendors will be required to provide a minimum of six monitor/defibrillators that comply with all specifications offered in the vendor response to this solicitation for the evaluation process, as well as all supplies and accessories necessary to allow evaluation of the proposed solution in field use. ***The City of Austin will not be liable to vendors for any damages sustained by the field devices during the field trial phase.*** In the event of a monitor failure during the field trial, the vendor will be expected to supply a replacement unit as quickly as possible.

Vendors should anticipate delivering one of the necessary monitor/defibrillators to ATCEMS following their demonstration. This monitor will be used to configure and test integration with the Department's ePCR system. Vendors will be expected to offer support for this task. The remaining monitors and supplies will be delivered to ATCEMS during the week prior to the scheduled trial period so that they can be configured and used for training prior to the commencement of evaluation.

6.3.2 Vendor Scheduling

Field trials are scheduled to begin in mid-January 2013. Each vendor will be assigned a two week block of time for their evaluation; assignments will be made by random drawing. Field trials will conclude in mid-March 2013.

6.3.4 Evaluator Training

The vendors who participate in this phase will be required to train approximately 60 field personnel in the use of their proposed system. Training will take place during the week prior to the vendor's scheduled field trial period.

Vendors must submit a training curriculum for the field trial with their response to this solicitation. The field trial training curriculum should be based on the ATCEMS standard student to instructor ratio of 6:1. Multiple training sessions will be scheduled. The proposal should include an estimate of time required for each training session. Training shall focus on use of the proposed solution. The Department will not be altering its clinical practice during the field trial; therefore, changes in clinical practice shall not be addressed during training.

Vendors are expected to provide direct training to all field trial participants; the "Train the Trainer" model will not be used. Vendors will be evaluated and scored on the quality of training provided during the field trial.

6.3.5 Analytics Assessment

Administrative personnel will use the data gathered during the field trial to test case review and data analysis functions. Vendors must provide their proposed analytics software for installation in at least three locations. Field trial participants are expected to train to up to ten administrative personnel in the use of the proposed analytics package, as well as procedures for data collection and management. The quality of analytics and data management services will be evaluated and scored during the field trial.

6.3.6 Field Trial Support

Vendors will also be expected to have personnel available to support the testing program and assist in troubleshooting any problems that develop during the field trial. Vendors will be evaluated and scored on system reliability and the quality of support offered during the field trial.

7.0 APPENDICES

Appendix A: Glossary of Terms

Appendix B: Initial Procurement Quantities

Appendix C: Expected Annual Accessory and Disposable Supply Purchases

Appendix D: Expected Trade-In Items from Existing Systems

Appendix E: Instructions for Use of the Access Database

Appendix F: Questions and Answers

Appendix A: Glossary of Terms

The glossary lists fundamental terms and acronyms used in the body of the document.

Term / Acronym	Definition
ATCEMS	Austin-Travis County Emergency Medical Services
COA	City of Austin
EKG	ECG-Electrocardiogram; recorded electrical activity of heart over time.
ePCR	Electronic Patient Care Record
ETCO ₂	End tidal carbon dioxide level
FDA	United States Food and Drug Administration
GB	Gigabyte-unit of information or computer storage equal to one billion bytes
LAN	Local Area Network is a computer network covering a small geographic area
NIBP	Non-invasive blood pressure
OS	Operating System
PDF	Portable document format –file that encapsulates a complete 2D document
SpO ₂	Blood oxygen saturation level
RDBMS	Relational database management system
RFP	Request for Proposal
RMS	Records Management System

Appendix B: Initial Procurement Quantities

	Item	Quantity	Notes
One-Time Purchases	Portable monitor-defibrillator	80	
	Battery support system	80	
	Ambulance mounting units	80	
	Vehicle power converters	85	
Accessories	Protective / storage case (with shoulder strap)	90	(1)
	Monitor Batteries	700	(2)
	4 lead EKG cables	175	
	12 lead EKG cables	175	
	Electrical Therapy Cable	175	
	Power Adapter Extension Cable	175	
	Defibrillator Load Tester	90	
	SpO ₂ sensor cable	185	
	SpO ₂ sensor, adult, reusable	200	
	NIBP Hose	175	
	NIBP cuff, large adult, reusable	175	
	NIBP cuff, regular adult, reusable	175	
	NIBP cuff, small adult, reusable	175	
	NIBP cuff, pediatric, reusable	160	
	NIBP cuff, infant, reusable	160	
	NIBP cuff, thigh, reusable	160	
	NIBP cuff, newborn reusable	160	
	Temperature sensing cables	175	
Disposable Supplies	SpO ₂ Sensor, adult, disposable	1,000	
	SpO ₂ Sensor, pediatric, disposable	850	
	SpO ₂ Sensor, infant, disposable	700	
	ETCO ₂ sampling line for non-intubated patient, adult	6,300	
	ETCO ₂ sampling line for non-intubated patient, pediatric	4,000	
	ETCO ₂ sampling line for intubated patient	1,200	
	EKG Electrodes	150,000	
	Adult defibrillation / monitor combination pads	1,100	
	Pediatric defibrillation / monitor combination pads	550	
	Monitor recording paper, roll	1,600	
	Temperature sensors	1,000	(3)

Notes

- (1) Listed quantities are for individual items (i.e. 150,000 individual EKG electrodes). Vendors should describe available packaging that will meet desired quantities (i.e. 3,000 packages of EKG electrodes at 50 electrodes per package).

- (2) Quantity assumes that the monitor/defibrillator holds two batteries at any one time. Quantity to be acquired will be adjusted based on number of batteries that the device requires.
- (3) Quantities and types of temperature sensors to be purchased will be based on proposed monitor configuration and capabilities.

Appendix C: Expected Annual Accessory and Disposable Purchases

The following table lists anticipated purchases of parts, accessories, and supplies for the first year of the contract associated with this solicitation, beyond those related to initial acquisition of the system.

Recent trends in incident volume growth suggest that purchase quantities may increase by three to five percent per year, particularly for disposable supplies.

The items and quantities listed here do not constitute a commitment by ATCEMS to purchase these products, or purchase them in the amounts listed. In addition, the Department will purchase parts and supplies throughout the year on an “as needed” basis.

Vendors should prepare offers that list any and all products needed to operate and support their proposed solution. These figures are offered as a guide for vendors to prepare offer sheets.

Given that medical practice evolves over time, it is reasonable to expect that Department needs will also change, requiring purchases of supplies and accessories in the future that are not currently offered by vendors or sought by the Department. Vendors should include a description of discounts off list price that the Department can expect for any new items that it may purchase in the future.

	Item	Quantity	Notes
Parts / Accessories	Monitor Batteries	300	(1)
	Power Adapter Extension Cable	100	
	Defibrillator Load Tester	5	
	Protective / storage case	12	(2)
	Shoulder Strap	20	
	4 lead EKG cables	100	
	12 lead EKG cables	120	
	Electrical Therapy Cable	120	
	NIBP Hose	12	
	NIBP cuff, large adult, reusable	36	
	NIBP cuff, regular adult, reusable	60	
	NIBP cuff, small adult, reusable	24	
	NIBP cuff, pediatric, reusable	12	
	NIBP cuff, infant, reusable	12	
	NIBP cuff, thigh, reusable	12	
	NIBP cuff, newborn reusable	12	
	SpO ₂ sensor cable	60	
	SpO ₂ sensor, adult, reusable	60	
	Temperature sensor cable	60	
Disposable Supplies	EKG Electrodes	480,000	(3)
	Adult defibrillation / monitor combination pads	1,600	

	Item	Quantity	Notes
	Pediatric defibrillation / monitor combination pads	225	
	Monitor recording paper, roll	3,600	
	Electrode gel, 12 oz. tube	12	
	ETCO ₂ sampling line for non-intubated patient, adult	18,000	
	ETCO ₂ sampling line for non-intubated patient, pediatric	1,000	
	ETCO ₂ sampling line for intubated patient	1,500	
	SpO ₂ Sensor, adult, disposable	2,225	
	SpO ₂ Sensor, pediatric, disposable	1,600	
	SpO ₂ Sensor, infant, disposable	1,000	
	Temperature sensors	2,800	

NOTES

- (1) Battery quantities will vary based on monitor requirements.
- (2) Case quantities will vary based on design and construction.
- (3) Listed quantities are for individual items (i.e. 150,000 individual EKG electrodes). Vendors should describe available packaging that will meet desired quantities (i.e. 3,000 packages of EKG electrodes at 50 electrodes per package).

Appendix D: Details of Existing System for Trade-In

Item	Serial Number	Original Purchase Condition
LP-12 MONITOR (DEFIBRILLATOR)	32440189	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32440191	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32440192	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32440193	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32440194	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32440196	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32441991	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32441992	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32441994	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32441995	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32441996	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32442000	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443582	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443584	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443585	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443586	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443587	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443588	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443589	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443591	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443592	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443593	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443594	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443595	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443598	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443599	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443603	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443606	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443607	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443608	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443609	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443610	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443611	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32443612	NEW
LP-12 MONITOR (DEFIBRILLATOR)	32816148	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33214074	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	33257654	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	33527492	REFURBISHED

Item	Serial Number	Original Purchase Condition
LP-12 MONITOR (DEFIBRILLATOR)	33675403	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675404	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675406	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675407	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675408	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675409	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675412	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675413	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675414	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33675415	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33730815	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	33730816	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	33764438	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	33899623	NEW
LP-12 MONITOR (DEFIBRILLATOR)	33899624	NEW
LP-12 MONITOR (DEFIBRILLATOR)	34019904	NEW
LP-12 MONITOR (DEFIBRILLATOR)	34110310	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	34119129	NEW
LP-12 MONITOR (DEFIBRILLATOR)	34183358	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	34271933	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	34684689	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	35179153	REFURBISHED
LP-12 MONITOR (DEFIBRILLATOR)	36217789	NEW
LP-12 MONITOR (DEFIBRILLATOR)	36270411	NEW
LP-12 MONITOR (DEFIBRILLATOR)	36519768	NEW
LP-12 MONITOR (DEFIBRILLATOR)	37166370	NEW
LP-12 MONITOR (DEFIBRILLATOR)	37488832	NEW
LP-12 MONITOR (DEFIBRILLATOR)	37827105	NEW
LP-12 MONITOR (DEFIBRILLATOR)	37896301	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38271234	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38451575	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38451576	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38451577	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38451578	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38451579	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38451580	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38451581	NEW
LP-12 MONITOR (DEFIBRILLATOR)	38758013	NEW
BATTERY SUPPORT SYSTEM	1336340	NEW
BATTERY SUPPORT SYSTEM	14025828	NEW

Item	Serial Number	Original Purchase Condition
BATTERY SUPPORT SYSTEM	32424788	NEW
BATTERY SUPPORT SYSTEM	32424791	NEW
BATTERY SUPPORT SYSTEM	32424793	NEW
BATTERY SUPPORT SYSTEM	32424794	NEW
BATTERY SUPPORT SYSTEM	32424795	NEW
BATTERY SUPPORT SYSTEM	32424797	NEW
BATTERY SUPPORT SYSTEM	32426115	NEW
BATTERY SUPPORT SYSTEM	32426118	NEW
BATTERY SUPPORT SYSTEM	32426120	NEW
BATTERY SUPPORT SYSTEM	32426124	NEW
BATTERY SUPPORT SYSTEM	32426126	NEW
BATTERY SUPPORT SYSTEM	32434312	NEW
BATTERY SUPPORT SYSTEM	32434314	NEW
BATTERY SUPPORT SYSTEM	32438111	NEW
BATTERY SUPPORT SYSTEM	32438114	NEW
BATTERY SUPPORT SYSTEM	32438116	NEW
BATTERY SUPPORT SYSTEM	32438117	NEW
BATTERY SUPPORT SYSTEM	32438118	NEW
BATTERY SUPPORT SYSTEM	32438119	NEW
BATTERY SUPPORT SYSTEM	32438120	NEW
BATTERY SUPPORT SYSTEM	32438122	NEW
BATTERY SUPPORT SYSTEM	32442227	NEW
BATTERY SUPPORT SYSTEM	32442233	NEW
BATTERY SUPPORT SYSTEM	32442237	NEW
BATTERY SUPPORT SYSTEM	32444162	NEW
BATTERY SUPPORT SYSTEM	32444163	NEW
BATTERY SUPPORT SYSTEM	32444164	NEW
BATTERY SUPPORT SYSTEM	32444165	NEW
BATTERY SUPPORT SYSTEM	32444166	NEW
BATTERY SUPPORT SYSTEM	32444167	NEW
BATTERY SUPPORT SYSTEM	32444169	NEW
BATTERY SUPPORT SYSTEM	32445694	NEW
BATTERY SUPPORT SYSTEM	32445695	NEW
BATTERY SUPPORT SYSTEM	32445696	NEW
BATTERY SUPPORT SYSTEM	32445697	NEW
BATTERY SUPPORT SYSTEM	32445698	NEW
BATTERY SUPPORT SYSTEM	32445699	NEW
BATTERY SUPPORT SYSTEM	32445700	NEW
BATTERY SUPPORT SYSTEM	32445701	NEW
BATTERY SUPPORT SYSTEM	32445702	NEW

Item	Serial Number	Original Purchase Condition
BATTERY SUPPORT SYSTEM	32445703	NEW
BATTERY SUPPORT SYSTEM	32446864	NEW
BATTERY SUPPORT SYSTEM	32446865	NEW
BATTERY SUPPORT SYSTEM	32446866	NEW
BATTERY SUPPORT SYSTEM	32446867	NEW
BATTERY SUPPORT SYSTEM	32446868	NEW
BATTERY SUPPORT SYSTEM	32446870	NEW
BATTERY SUPPORT SYSTEM	32446871	NEW
BATTERY SUPPORT SYSTEM	32446872	NEW
BATTERY SUPPORT SYSTEM	33934685	NEW
BATTERY SUPPORT SYSTEM	33936410	NEW
BATTERY SUPPORT SYSTEM	33936424	NEW
BATTERY SUPPORT SYSTEM	33936428	NEW
BATTERY SUPPORT SYSTEM	33936432	NEW
BATTERY SUPPORT SYSTEM	33937801	NEW
BATTERY SUPPORT SYSTEM	38913127	NEW
BATTERY SUPPORT SYSTEM	38917261	NEW
BATTERY SUPPORT SYSTEM	38917262	NEW
BATTERY SUPPORT SYSTEM	39520368	NEW
BATTERY SUPPORT SYSTEM	39524883	NEW
BATTERY SUPPORT SYSTEM	39531840	NEW
BATTERY SUPPORT SYSTEM	39578916	NEW
BATTERY SUPPORT SYSTEM	39578917	NEW

Appendix F: Questions and Answers

- Q1. Section 0400 – Supplemental Purchase Provisions, Section 9 – Samples, asks for a sample within 7 days of request from the City. Would that request come after the RFP is reviewed?
- A1. Yes, that sample would be requested after the RFPs have been reviewed. Please also see Section 0600 – Proposal Preparation Instructions and Evaluation Factors, Section iii. Optional Field Trials, Vendors will be required to provide the City with cardiac monitors to utilize in a field environment.
- Q2. Section 6.1.10 of the Specifications refers to ‘user guides’ documentation. Does this mean operator manuals and instructions?
- A2. Yes, this includes, but is not limited to operator manuals, instructions, analytics software guides and all other documentation listed in 6.1.10 of the Specifications.
- Q3. Section 4.7 of the Specifications references Interlocal Purchasing Agreements with other governmental entities. Who are the other entities the City currently has Interlocal agreements with?
- A3. The City currently has blanket Interlocal agreements with Tarrant County, the City and County of Denver, and the City of Seattle.
- Q4. Will Vendor Representatives be able to ride along with EMS during the field trials?
- A4. No.
- Q5. How does ATCEMS plan on validating responses?
- A5. The City uses various methods to validate responses including, but not limited to: contacting references or previous clients, validating information online, or verifying with the appropriate agency or contact.
- Q6. Can you clarify the types of Samples the City may request per Section 9 (0400 Supplemental Purchase Provisions)
- A6. The City may request samples of any of the items listed on Attachment A – Pricing Sheet, any items mentioned in the 0500 specifications, or any of the items the Vendor includes in their proposal.
- Q7. What will ATCEMS do regarding statements that are not supported by documents?
- A7. If the City deems a response to be non-responsive or non-responsible, the proposal may be subject to disqualification.

- Q8. Section 0600 – Proposal Preparation Instructions and Evaluation Factors, Part III - Program states we should indicate a description of our work program by tasks. Details the steps you will take in proceeding from Task 1 to the final tasks. Are these tasks that need to be accomplished listed in the bid? Please specify what you're looking for here.
- A8. There are various sections within the Scope of Work that require the Vendor to provide a description of the Vendor's program including: Section 4.4.5 – Preventative Maintenance Program, Section 5.0 – Implementation Requirements, 5.3 – Maintenance, Section 6.1.6 - Proposed Analytics Solution, Section 6.1.7 – Proposed Support and Maintenance Solution, Section 6.1.8 – Proposed Training Programs, Section 6.1.9 – Proposed Implementation Program.
- Q9. Does "Extended Price" refer to annual extended price or overall extended price over the 5-year term?
- A9. The extended price refers to the annual extended price. As shown in the example below, a Vendor should multiple their unit price by the estimated quantity to come up with the extended price.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Portable Monitor-Defibrillator	80	EA	\$5.00	400.00

- Q10. In Section C: Annual Disposables and other Accessory Purchases, 67-69, ETCO2 is listed, but no manufacturer or part number is referenced. Will the City of Austin be providing a part number/manufacturer for the specific line items noted?
- A10. No, the part number and manufacturer will depend upon the brand of monitor a Vendor proposes. The ETCO2 must be compatible with the Vendor's proposed monitor-defibrillator.
- Q11. In Early 2012 the City of Austin awarded a bid for capnography. Will this bid supersede the prior bid and go in effect upon award?
- A12. The City will purchase capnography, as necessary, in order to meet the needs of EMS and ensure compliancy with equipment used.

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1. PROPOSAL FORMAT

Prefacing the proposal, the Proposer shall provide an Executive Summary of three (3) pages or less, which gives in brief, concise terms, a summation of the proposal. The proposal itself shall be organized in the following format and informational sequence:

- A. **Part I - Business Organization**: State full name and address of your organization and identify parent company if you are a subsidiary. Specify the branch office or other subordinate element which will perform, or assist in performing, work herein. Indicate whether you operate as a partnership, corporation, or individual. Include the State in which incorporated or licensed to operate.
- B. **Part II - System Concept and Solution**: Define in detail your understanding of the requirement presented in the Scope of Work of this request for proposal and your system solution. Provide all details as required in the Scope of Work and any additional information you deem necessary to evaluate your proposal.
- C. **Part III - Program**: Describe your technical plan for accomplishing required work. Include such time-related displays, graphs, and charts as necessary to show tasks, sub-tasks, milestones, and decision points related to the Scope of Work and your plan for accomplishment. Specifically indicate:
 - i. A description of your work program by tasks. Detail the steps you will take in proceeding from Task 1 to the final tasks.
 - ii. The technical factors that will be considered in section above, and the depth to which each will be treated.
 - iii. The degree of definition provided in each technical element of your plan.
 - iv. The points at which written, deliverable reports will be provided.
 - v. A statement of your compliance with all applicable rules and regulations of Federal, State and Local governing entities. The Proposer must state his compliance with terms of this Request for Proposal (RFP).

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- D. **Part IV - Project Management Structure:** Provide a general explanation and chart which specifies project leadership and reporting responsibilities; and interface the team with City project management and team personnel. If use of subcontractors is proposed, identify their placement in the primary management structure, and provide internal management description for each subcontractor.
- E. **Part V - Prior Experience:** Describe only relevant corporate experience and individual experience for personnel who will be actively engaged in the project. Do not include corporate experience unless personnel assigned to this project actively participated. Do not include experience prior to 1998. Supply the project title, year, and reference name, title, present address, and phone number of principal person for whom prior projects were accomplished.
- F. **Part VI - Personnel:** Include names and qualifications of all professional personnel who will be assigned to this project. State the primary work assigned to each person and the percentage of time each person will devote to this work. Identify key persons by name and title. Provide all resumes.
- G. **Part VII - Local Business Presence:** The City seeks opportunities for businesses in the Austin Corporate City Limits to participate on City contracts. A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation. Points will be awarded through a combination of the Offeror's Local Business Presence and/or the Local Business Presence of their subcontractors. Evaluation of the Team's Percentage of Local Business Presence will be based on the dollar amount of work as reflected in the Offeror's MBE/WBE Compliance Plan or MBE/WBE Utilization Plan. Specify if and by which definition the Offeror or Subcontractor(s) have a local business presence.
- H. **Part VIII - Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying:**
- i. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2-7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
 - ii. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
 - iii. If a Respondent has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Respondent is given written notice and a hearing in advance of the debarment.
 - iv. The City requires Offerors submitting Offers on this Solicitation to provide a signed Section 0810, Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying Affidavit certifying that the Offeror has not in any way directly or indirectly made representations to anyone other than the

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Authorized Contact Person during the No-Contact Period as defined in the Ordinance The text of the City Ordinance is posted on the Internet at:

<http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

- I. **Part IX - Proposal Acceptance Period:** All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal
- J. **Part X - Proprietary Information:** All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a Proposer does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked proprietary at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.
- K. **Part XI - Authorized Negotiator:** Include name, address, and telephone number of person in your organization authorized to negotiate Contract terms and render binding decisions on Contract matters.
- L. **Part XII - Cost Proposal:** Information described in the following subsections is required from each Proposer. Your method of costing may or may not be used but should be described. **Vendor shall provide pricing in the document entitled: Attachment A – Cardiac Monitors Pricing Sheet.** Pricing for any items or services not listed in Attachment A, but offered by the Vendor, shall be provided in a separate document that the Vendor shall title “Additional Pricing Information.”
 - i. Itemize cost of supplies and materials
 - ii. Other itemized direct costs
 - iii. Total cost schedule.

TRAVEL:

CONTRACTOR’S TRAVEL EXPENSES MUST BE INCLUDED IN THE OVERALL PROJECT COST. TRAVEL MAY NOT BE BILLED DIRECTLY TO THE CITY.

2. **EXCEPTIONS:**

Be advised that exceptions to any portion of the Solicitation may jeopardize acceptance of the Proposal.

3. **PROPOSAL PREPARATION COSTS:**

All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a proposal which may be required by the City shall be the sole responsibility of the Proposer.

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4. EVALUATION FACTORS AND AWARD

A. **Competitive Selection:** This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. **Evaluation Factors:**

i. **100 points**

1. **Proposed Solution
50 Points**

The concept and solutions proposed in response to scope of work including grasp of the requirement and its solution, responsiveness to terms and conditions, and completeness and thoroughness of the proposal.

2. **Demonstrated Company Experience
15 Points**

The proposer shall submit a summary of work experience and qualifications in providing monitors to pre-hospital care providers who perform a minimum of 50,000 patient contacts per year.

3. **Cost
25 Points**

Cost of the overall project. The proposer with the lowest overall project cost is awarded the maximum points; other proposers are awarded points on a pro-rated basis.

4. **Local Business Presence
10 Points**

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

ii. **Optional Demo
20 Points**

Select Vendors will be invited to provide a product and proof of concept demonstration of the proposed solution to the City. The demonstration may be conducted with the some or all proposers at the discretion of the City.

iii. **Optional Field Trials**

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30 Points

Select Vendors will be asked to provide six (6) cardiac monitors with all necessary supplies and accessories in order for EMS to evaluate systems for suitability for use in the field environment. Field trials may be conducted with the some or all proposers at the discretion of the City.

Vendor recognizes that all costs, including transportation, installation, expendable supplies, removal and disposal are the sole responsibility of the vendor. By submitting a proposal, Vendor agrees to all the terms and conditions pertaining to the field trials as stated herein.

Vendor acknowledges that the City's participation will not be used in marketing or advertising materials without the City's written permission, and that no representation of suitability for any purpose attaches to the City's participation.

The City will not be held responsible for lost, damaged, or stolen equipment.

Vendor agrees to provide an insurance certificate with the following endorsements within 5 calendar days after written request from the City.

- A. General Requirements. See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.
 - i. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
 - ii. The Certificate of Insurance, and updates, shall contain the solicitation number and the Buyer's name and shall be mailed to the following address:

City of Austin Purchasing Office
Attn: **INSURANCE COORDINATOR**
P. O. Box 1088
Austin, Texas 78767
- B. Specific Coverage Requirements. The Contractor shall at a minimum carry insurance in the types and amounts indicated below. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.
 - i. Worker's Compensation and Employers' Liability Insurance. Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC 420304, or equivalent coverage

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- (b) Thirty (30) days notice of Cancellation, Form WC 420601, or equivalent coverage
 - ii. Commercial General Liability Insurance. The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries).
 - (1) The policy shall contain the following provisions:
 - (a) Blanket contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Independent Contractor's Coverage.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and Underground Coverage (X,C,U).
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- C. Endorsements. The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
- D. Certificate: The following statement must be shown on the Certificate of Insurance.

The City of Austin is an Additional Insured on the general liability policy. A Waiver of Subrogation is issued in favor of the City of Austin for general liability and workers compensation policies.

**ATTACHMENT A
CITY OF AUSTIN
REVISED PRICING SHEET
EMS PORTABLE MONITOR-DEFIBRILLATORS**

Use the following sheet to submit pricing information for the cardiac monitors and all related items.

SECTION A: INITIAL PURCHASE OF CARDIAC MONITORS AND SUPPLIES

ITEM NO.	ITEM DESCRIPTION	PURCHASE QUANTITY	UNIT	PROPOSED QUANTITY	UNIT PRICE	EXTENDED PRICE	Notes
1	Portable Monitor-Defibrillator	80	EA				
2	Battery Support System	80	EA				
3	Ambulance Mounting Units	80	EA				
4	Vehicle Power Converters	85	EA				
5	Protective / storage case (with shoulder strap)	90	EA				
6	Monitor Batteries	700	EA				
7	4 lead EKG cables	175	EA				
8	12 lead EKG cables	175	EA				
9	Electrical Therapy Cable	175	EA				
10	Power Adapter Extension Cable	175	EA				
11	Defibrillator Load Tester	90	EA				
12	SpO ₂ sensor cable	185	EA				
13	SpO ₂ sensor, adult, reusable	200	EA				
14	NIBP Hose	175	EA				
15	NIBP cuff, large adult, reusable	175	EA				

ITEM NO.	ITEM DESCRIPTION	PURCHASE QUANTITY	UNIT	PROPOSED QUANTITY	UNIT PRICE	EXTENDED PRICE	Notes
16	NIBP cuff, regular adult, reusable	175	EA				
17	NIBP cuff, small adult, reusable	175	EA				
18	NIBP cuff, pediatric, reusable	160	EA				
19	NIBP cuff, infant, reusable	160	EA				
20	NIBP cuff, thigh, reusable	160	EA				
21	NIBP cuff, newborn reusable	160	EA				
22	Temperature sensing cables	175	EA				
23	SpO ₂ Sensor, adult, disposable	1,000	EA				
24	SpO ₂ Sensor, pediatric, disposable	850	EA				
25	SpO ₂ Sensor, infant, disposable	700	EA				
26	ETCO ₂ sampling line for non-intubated patient, adult	6,300	EA				
27	ETCO ₂ sampling line for non-intubated patient, pediatric	4,000	EA				
28	ETCO ₂ sampling line for intubated patient	1,200	EA				
29	EKG Electrodes	150,000	EA				
30	Adult defibrillation / monitor combination pads	1100	EA				
31	Pediatric defibrillation / monitor combination pads	550	EA				
32	Monitor recording paper, roll	1,600	EA				
33	Temperature sensors	1,000	EA				
34	5-Year Warranty	80	EA				
TOTAL							

SECTION B: ALTERNATE PRICING FOR LEASE OF CARDIAC MONITORS

ITEM NO.	ITEM DESCRIPTION	PURCHASE QUANTITY	UNIT	PROPOSED QUANTITY	ANNUAL LEASE PRICE	EXTENDED PRICE	Notes
35	Portable Monitor-Defibrillator	80	EA				
36	Battery Support System	80	EA				
37	Ambulance Mounting Units	80	EA				
38	Vehicle Power Converters	85	EA				
39	5-Year Warranty	80	EA				
TOTAL							

SECTION C: ANNUAL DISPOSABLES AND OTHER ACCESSORY PURCHASES (YEARS 2-5)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
40	Portable Monitor-Defibrillator	4	EA			
41	Battery Support System	4	EA			
42	Ambulance Mounting Units	4	EA			
43	Vehicle Power Converters	4	EA			
44	Monitor Batteries	300	EA			
45	Power Adapter Extension Cable	100	EA			
46	Defibrillator Load Tester	5	EA			
47	Protective / storage case	12	EA			
48	Shoulder Strap	20	EA			

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
49	4 lead EKG cables	100	EA			
50	12 lead EKG cables	120	EA			
51	Electrical Therapy Cable	120	EA			
52	NIBP Hose	12	EA			
53	NIBP cuff, large adult, reusable	36	EA			
54	NIBP cuff, regular adult, reusable	60	EA			
55	NIBP cuff, small adult, reusable	24	EA			
56	NIBP cuff, pediatric, reusable	12	EA			
57	NIBP cuff, infant, reusable	12	EA			
58	NIBP cuff, thigh, reusable	12	EA			
59	NIBP cuff, newborn reusable	12	EA			
60	SpO ₂ sensor cable	60	EA			
61	SpO ₂ sensor, adult, reusable	60	EA			
62	EKG Electrodes	480,000	EA			
63	Adult defibrillation / monitor combination pads	1600	EA			
64	Pediatric defibrillation / monitor combination pads	225	EA			
65	Monitor recording paper, roll	3,600	EA			
66	Electrode gel, 12 oz. tube	12	EA			
67	ETCO ₂ sampling line for non-intubated patient, adult	18,000	EA			

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
68	ETCO ₂ sampling line for non-intubated patient, pediatric	1,000	EA			
69	ETCO ₂ sampling line for intubated patient	1,500	EA			
70	SpO ₂ Sensor, adult, disposable	2,225	EA			
71	SpO ₂ Sensor, pediatric, disposable	1,600	EA			
72	SpO ₂ Sensor, infant, disposable	1,000	EA			
73	Temperature sensors	2,800	EA			
74	Annual Extended Warranty (past the initial 5-year warranty)	80	EA			
TOTAL						

SECTION D: PREVENTATIVE MAINTENANCE AND REPAIR

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
75	Annual Preventative Maintenance and Support Service Per Monitor	80	EA			
76	Labor Rate for Repairs	50	HR			
TOTAL						

SECTION E: SOFTWARE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
77	Licenses for Analytics Software	20	EA			
78	Licensing for Server Software	10	EA			

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
79	Licensing for Software Modules	10	EA			
TOTAL						

SECTION F: EQUIPMENT BUYBACK

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
80	LP-12 Monitor (Defibrillator)	76	EA			
81	Battery Support Systems	65	EA			
82	AC Power Adapters	41	EA			
TOTAL						

FOR INFORMATIONAL PURPOSES ONLY: List the discount from Manufacturer's Suggested Retail Price for all other items not listed on this pricing sheet: _____%

**The following documents are required to be completed and submitted with the Offer.
Please check the boxes below as confirmation.**

<input type="checkbox"/>	Offer Sheet
<input type="checkbox"/>	Response to Specifications (Section 0500)
<input type="checkbox"/>	Response to Proposal Preparation Instructions (Section 0600)
<input type="checkbox"/>	Attachment A - Cardiac Monitors Pricing Sheet
<input type="checkbox"/>	Attachment B - Vendor Response to Specifications (Access Database)
<input type="checkbox"/>	Local Business Presence Identification Form (Section 0605) *For an Offertory's Local Business Presence to be considered, this form must be completed and returned with the Offer.*
<input type="checkbox"/>	Reference Sheet (Section 0700)
<input type="checkbox"/>	Non-Discrimination Certification (Section 0800)

<input type="checkbox"/>	Non-Suspension or Debarment Certification (Section 0805)
<input type="checkbox"/>	Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)
<input type="checkbox"/>	Living Wages and Benefits Contractor Certification (Section 0815)
<input type="checkbox"/>	Nonresident Bidder Provisions (Section 0835)
<input type="checkbox"/>	No Goals Form & No Goals Utilization Plan (Section 0900)
<input type="checkbox"/>	1 original, hard copy of all proposal documents and 12 electronic copies of all proposal documents. The 12 flash drives must be labeled with the name of the Vendor submitting the proposal.
<input type="checkbox"/>	I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE MAY RESULT IN DISQUALIFICATION OF MY OFFER
COMPANY NAME:	
SIGNATURE OF AUTHORIZED REPRESENTATIVE:	
PRINTED NAME:	
EMAIL ADDRESS:	

ZOLL Medical Corporation

Worldwide Headquarters, 269 Mill Road, Chelmsford MA 01824



Prepared For

The City of Austin

Solicitation No. CEA0114

EMS Portable Monitor-Defibrillators

Due November 16, 2012 at 11:00 AM

ZOLL

Executive Summary

This proposal for the City of Austin has been developed taking into consideration the unique needs of Austin-Travis County EMS (ATCEMS) and how ZOLL's solutions will meet them. We believe the business relationship and partnership between ZOLL and ATCEMS will be longstanding and mutually beneficial.

Since the founding of ZOLL in 1980, the company has been committed to developing and marketing cardiac resuscitation products with "leading-edge" technology. The ZOLL name is synonymous with the market introduction of innovative, technically superior cardiac resuscitation systems. Beginning with our unsurpassed external pacing technology, which today still remains the gold standard, to our complete line of resuscitation electrodes, to our biphasic defibrillation technology, and our award-winning public access AEDs and code-ready defibrillators, ZOLL has the clinical evidence to demonstrate the superiority of our technology.

Today ZOLL's product portfolio and customer base have greatly expanded. ZOLL not only develops and markets external defibrillators, but also has software solutions and products for monitoring, automated CPR, CPR feedback, fluid resuscitation, and therapeutic temperature management—products that advance emergency care and save lives, while increasing clinical and operational efficiencies. Our overarching commitment is to provide a comprehensive set of technologies and clinical information that help clinicians, EMS and fire professionals, and lay rescuers treat victims needing resuscitation and critical care.

In all, we are focused on key areas that we believe make a real difference to our customers and their patients: investing in people and research, delivering innovative products, and helping our customers save lives that might otherwise be lost. Investments in research and development in our quest to continue delivering products that set new standards of care are above average for the industry and our spending in clinical research is unequalled. Our ongoing commitment is to being a consistent, stable and reliable partner whom our customers can count on to achieve meaningful business and clinical advances.

ZOLL's technology leadership is well-recognized. In 2012, ZOLL came in at #25 on the Globe 100 list of best-performing publicly traded Massachusetts corporations, up 14 points from 2011. In 2011, ZOLL was named to Forbes Top 100 Small Public Businesses in America. ZOLL is a three-times Forbes 100 Most Trustworthy Company. ZOLL earned the North American Market Leadership Award in 2010. We're proud of the fact that more than 50 percent of the Top Honor Roll Hospitals, according to *U.S. News & World Report*, are standardized on ZOLL equipment for their cardiac resuscitation needs. Frost & Sullivan honored ZOLL in 2009 with its North American Healthcare Innovation Award. We were one of only 15 healthcare companies to make *Fortune Magazine's* list of the 100 Fastest-Growing Companies in 2009. These awards speak for themselves.

ZOLL fully understands the system concepts and solution required. It is our understanding that the project involves the installation of approximately 80 monitor/defibrillators and it will also involve the export and integration of data collected within the ZOLL X Series. ZOLL will fully support the delivery of in-service training, as well as follow up training. It is prepared to deliver written reports at each stage of implementation. Training will be accomplished as classroom in-service

training. ZOLL will provide an in-service video and also offer online interactive training. Training will be provided by qualified licensed paramedics. Please see the attached implementation program. Progression will be as follows:

- Staged delivery of ZOLL X Series
- Assembly of X Series cases and cables at customer site
- Training program reviewed with clinical personnel from ATCEMS
- Training program delivered by ZOLL personnel
- Classroom training consisting of didactic and hands-on training delivered by ZOLL personnel
- Follow up training at customer's request
- Ride-alongs as approved by ATCEMS
- Active support of data integration into ResceuNet Code Review and RescueNet ePCR, as well as RescueNet 12 Lead
- Installation of RescueNet 12 Lead software and support as needed within the ATCEMS system and any associated hospital

Project support will be directed by ZOLL's deployment team headed by Michael Grzyb. Our deployment department reports to the Vice President of Sales who will ultimately assume project responsibility. Personnel engaged with ATCEMS have vast experience in the delivery and support of systems such as ATCEMS. Prior installations of similar size and scope are Jacksonville Fire Rescue, Los Angeles County EMS, Toronto EMS, Kansas City Fire, San Diego Fire Rescue, Lubbock EMS, and LifeNet EMS. Those assigned to the project are:

- Michael Trotter, Vice President of EMS Sales
Responsibility: Project Oversight
Percentage of time devoted to project: 25%
- Michael Grzyb, Deployment Manager
Responsibility: Training
Percentage of time devoted to project: 100%
- Ray de la Pena, EMS Regional Manager
Responsibility: Logistics Support
Percentage of time devoted to project: 25%
- Wayne Reval, Director of Strategic Accounts
Responsibility: Logistics & Support
Percentage of time devoted to project: 25%
- Ryan Grulke, EMS Territory Manager
Responsibility: Logistics, Training, and Local Support
Percentage of time devoted to project: 50%
- Maynard Moudy, Sales Engineer
Responsibility: Technical Support
Percentage of time devoted to project: 50%

Resumes attached.

ZOLL's commitment to customer service is paramount in everything we do. This is evidenced by our eleven consecutive designations for "World Class Excellence in Customer Service and Support" from the Omega NorthFace ScoreBoard organization, as well as supported by the ZOLL Medical depot repair service and our post sales follow-through, which further define this excellence in customer service.

We believe ZOLL's proposal is comprehensive, and one that clearly addresses all of the critical elements of the City of Austin's RFP for Portable Monitor-Defibrillators for EMS. We also believe that we have offered very compelling clinical reasons and financial incentives for the City of Austin to include ZOLL Medical in its award decision at this time. We are confident that ZOLL's clinically superior technology would significantly improve clinical outcomes and that cost reductions in your facilities could be achieved.

ZOLL considers it a great privilege to have an opportunity of a business partnership with the City of Austin and ATCEMS. We are deeply committed to supplying excellent products and services to your facilities. We extend an invitation for any interested ATCEMS representative to visit ZOLL's worldwide headquarters in Chelmsford, Massachusetts to gain more insight about our vision for the future. Similarly, we welcome all opportunities to meet with ATCEMS representatives in Austin, Texas to work toward the development of a meaningful business partnership.



269 Mill Road
Chelmsford, Massachusetts 01824-4105
978-421-9655 (main)
978-421-0025 (fax)
www.zoll.com

Solicitation No. CEA0114 for the City of Austin, TX

ZOLL Medical Corporation Response to Request for Proposal for Portable
Monitor/Defibrillators for EMS

Due November 16, 2012 at 11:00 AM

Table of Contents

Section – I. Business Organization

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Section – VI. Personnel

Section – VII. Local Business Presence

Section – VIII. Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying

Section – IX. Proposal Acceptance Period

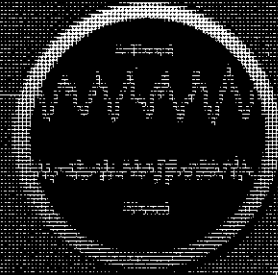
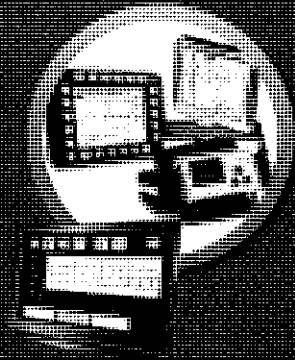
Section – X. Proprietary Information

Section – XI. Authorized Negotiator

Section – XII. Cost Proposal

RescueNet™ Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator. RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



See-Thru CPR™

Artifact filtering shows underlying rhythm without occluding compressions - minimizes pausing.

Real CPR Help™

The original real-time rate and depth feedback - improves compression quality.

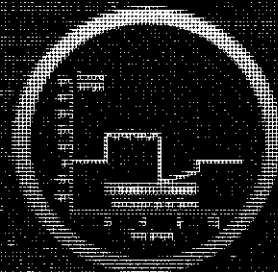


AutoPulse™

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.

Rectilinear Biphasic™

High current/low energy waveform, the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section - I. Business Organization

Business Organization

ZOLL Medical Corporation
Corporate Headquarters
269 Mill Road
Chelmsford, MA 01824-4105

Parent Company:
Asahi Kasei Corporation
Tokyo, Japan

Branch which will perform work:
ZOLL Medical Corporation Corporate Headquarters in Chelmsford, MA.

ZOLL operates as a corporation.

ZOLL is incorporated in Massachusetts.

Date of Incorporation: September 4, 1980

ZOLL is licensed to operate in all 50 states.

Compliance with the Terms and Conditions:

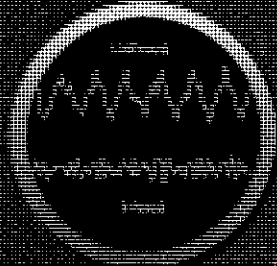
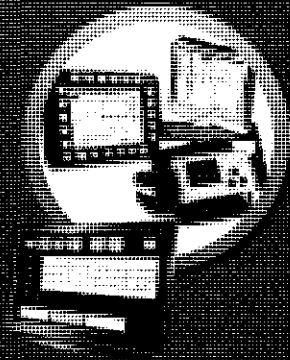
ZOLL complies with the Terms and Conditions of this RFP with the following comments:

With regards to the Insurance Requirements, ZOLL Medical can accommodate the Additional Insured requirement under our General Liability-Premises Operations coverage. Our Product Liability coverage is separate from our General Liability coverage. Our insurance carrier does not include Additional Insured's under Product Liability or an endorsement for 30 day notice of cancellation. However, ZOLL is more than willing to take responsibility for providing 30 day notice of cancellation to the City. Additionally, the City would be indemnified under the contractual wording contained in ZOLL's Product Liability policy, subject to all other terms and conditions of the policy.

With regards to Ownership and Use of Deliverables, The products that ZOLL is offering to the City of Austin are commercial items that ZOLL sells to other customers and are not products that are unique for the City of Austin. Consequently, section 38 a, b, and c of the City of Austin Standard Terms and Conditions do not apply.

RescueNet[®] Link

Sense'n Sync[™] technology automatically uploads data from the E Series[™] monitor/defibrillator, RescueNet aPCR, CommCAD and Navigator vehicle mapping in real time to a large screen.

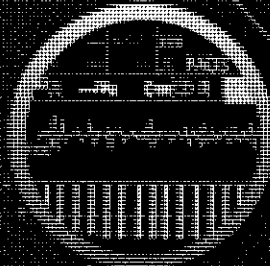


See-Thru CPR[™]

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.

Real CPR Help[™]

The original real-time rate and depth feedback – improves compression quality.

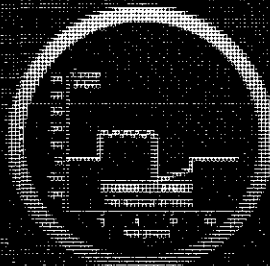


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Rectilinear Biphasic[™]

High current/low energy waveform, the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – II.

Initial Response to Solicitation

6.1.1 Statement of Qualifications

Experience:

Since the founding of ZOLL in 1980, the company has been committed to developing and marketing cardiac resuscitation products with "leading-edge" technology. The ZOLL name is synonymous with the market introduction of innovative, technically superior cardiac resuscitation systems. Beginning with our unsurpassed external pacing technology, which today still remains the gold standard, to our complete line of resuscitation electrodes, to our biphasic defibrillation technology, and our award-winning public access AEDs and code-ready defibrillators, ZOLL has the clinical evidence to demonstrate the superiority of our technology.

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In all, we are focused on key areas that we believe make a real difference to our customers and their patients: investing in people and research, delivering innovative products, and helping our customers save lives that might otherwise be lost. Investments in research and development in our quest to continue delivering products that set new standards of care are above average for the industry and our spending in clinical research is unequalled. Our ongoing commitment is to being a consistent, stable and reliable partner whom our customers can count on to achieve meaningful business and clinical advances.

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FDA Approval:

Please see attached letter from the Department of Health and Human Services.

Current FDA Recalls:

The ZOLL X Series is not subject to any FDA recall, injunction or other actions at the time of submission of this proposal.



DEPARTMENT OF HEALTH & HUMAN SERVICES

Public Health Service

Food and Drug Administration
10903 New Hampshire Avenue
Document Control Room -WO66-G609
Silver Spring, MD 20993-0002

6.1.1 Statement of Qualifications (Vendor Qualifications, section 1.3, part 2), FDA Approval:

MAR 21 2012

ZOLL Medical Corporation
c/o Mr. Charles W. Koliffrath
Worldwide Headquarters
269 Mill Road
Chelmsford, MA 01824

Re: K112432
Trade/Device Name: ZOLL X Series
Regulation Number: 21 CFR 870.5310
Regulation Name: Automated External Defibrillator
Regulatory Class: Class III (three)
Product Code: MKJ, LDD, LIX, DRT, DRO, DXN, DSK, CCK, and DQA
Dated: February 3, 2012
Received: February 6, 2012

Dear Mr. Koliffrath:

We have reviewed your Section 510(k) premarket notification of intent to market the device referenced above and have determined the device is substantially equivalent (for the indications for use stated in the enclosure) to legally marketed predicate devices marketed in interstate commerce prior to May 28, 1976, the enactment date of the Medical Device Amendments, or to devices that have been reclassified in accordance with the provisions of the Federal Food, Drug, and Cosmetic Act (Act) that do not require approval of a premarket approval application (PMA). You may, therefore, market the device, subject to the general controls provisions of the Act. The general controls provisions of the Act include requirements for annual registration, listing of devices, good manufacturing practice, labeling, and prohibitions against misbranding and adulteration. Please note: CDRH does not evaluate information related to contract liability warranties. We remind you, however, that device labeling must be truthful and not misleading.

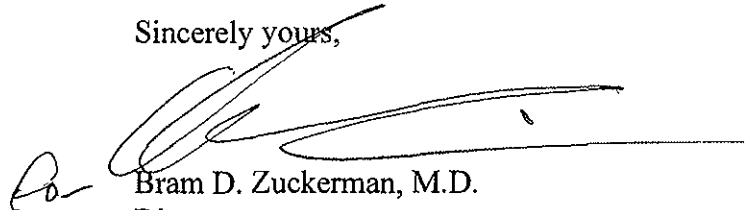
If your device is classified (see above) into either class II (Special Controls) or class III (PMA), it may be subject to additional controls. Existing major regulations affecting your device can be found in the Code of Federal Regulations, Title 21, Parts 800 to 898. In addition, FDA may publish further announcements concerning your device in the Federal Register.

Please be advised that FDA's issuance of a substantial equivalence determination does not mean that FDA has made a determination that your device complies with other requirements of the Act or any Federal statutes and regulations administered by other Federal agencies. You must comply with all the Act's requirements, including, but not limited to: registration and listing (21 CFR Part 807); labeling (21 CFR Part 801); medical device reporting (reporting of medical device-related adverse events) (21 CFR 803); good manufacturing practice requirements as set forth in the quality systems (QS) regulation (21 CFR Part 820); and if applicable, the electronic product radiation control provisions (Sections 531-542 of the Act); 21 CFR 1000-1050.

If you desire specific advice for your device on our labeling regulation (21 CFR Part 801), please go to <http://www.fda.gov/AboutFDA/CentersOffices/CDRH/CDRHOffices/ucm115809.htm> for the Center for Devices and Radiological Health's (CDRH's) Office of Compliance. Also, please note the regulation entitled, "Misbranding by reference to premarket notification" (21 CFR Part 807.97). For questions regarding the reporting of adverse events under the MDR regulation (21 CFR Part 803), please go to <http://www.fda.gov/MedicalDevices/Safety/ReportaProblem/default.htm> for the CDRH's Office of Surveillance and Biometrics/Division of Postmarket Surveillance.

You may obtain other general information on your responsibilities under the Act from the Division of Small Manufacturers, International and Consumer Assistance at its toll-free number (800) 638-2041 or (301) 796-7100 or at its Internet address <http://www.fda.gov/MedicalDevices/ResourcesforYou/Industry/default.htm>.

Sincerely yours,

A handwritten signature in black ink, appearing to read 'Bram D. Zuckerman', is written over a horizontal line.

Bram D. Zuckerman, M.D.
Director
Division of Cardiovascular Devices
Office of Device Evaluation
Center for Devices and
Radiological Health

Enclosure

SECTION 4 – INDICATIONS FOR USE

K112432
pg 1 of 4

510(k) Number (if known): _____

Device Name: X Series

Intended Use:

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 pediatric patients (as described in the following table) and on adult patients (21 years of age or older) with and without heart dysfunction.

Pediatric Patient Subpopulation	Approximate Age Range
Newborn (neonate)	Birth to 1 month of age.
Infant	1 month to 2 years of age.
Child	2 to 12 years of age.
Adolescent	12 to 21 years of age.

When the pediatric patient is less than 8 years of age or weighs less than 55 lbs. (25 kg.), use ZOLL *pedi-padz*® pediatric defibrillation electrodes. Do not delay therapy to determine the patient's exact age or weight.

Manual Defibrillation

Use of the X Series in the manual mode for external and internal defibrillation is indicated on victims of cardiac arrest where there is apparent lack of circulation as indicated by:

- Unconsciousness.
- Absence of breathing.
- Absence of pulse.

Prescription Use X
(Part 21 CFR 801 Subpart D)

AND/OR

Over-The-Counter Use _____
(21 CFR 807 Subpart C)

(PLEASE DO NOT WRITE BELOW THIS LINE-CONTINUE ON ANOTHER PAGE OF
NEEDED)

Concurrence of CDRH, Office of Device Evaluation (ODE)


(Division Sign-Off)
Division of Cardiovascular Devices

510(k) Number K112432

This product should be used only by qualified medical personnel for converting ventricular fibrillation and rapid ventricular tachycardia to sinus rhythm or other cardiac rhythms capable of producing hemodynamically significant heart beats.

The unit can also be used for synchronized cardioversion of certain atrial or ventricular arrhythmias. Qualified medical personnel must decide when synchronized cardioversion is appropriate.

The patient population will range from newborn (neonate) to adult.

Semiautomatic Operation (AED)

X Series products are designed for use by emergency care personnel who have completed training and certification requirements applicable to the use of a defibrillator where the device operator controls delivery of shocks to the patient.

They are specifically designed for use in early defibrillation programs where the delivery of a defibrillator shock during resuscitation involving CPR, transportation, and definitive care are incorporated into a medically-approved patient care protocol.

Use of the X Series in the Semiautomatic mode for defibrillation is indicated on victims of cardiac arrest where there is apparent lack of circulation as indicated by:

- Unconsciousness.
- Absence of breathing.
- Absence of pulse.

Specifications for the ECG rhythm analysis function are provided in the Operator's Manual section "ECG Analysis Algorithm Accuracy" on page A-33.

When the patient is less than 8 years of age or weighs less than 55 lbs. (25 Kg), you must use ZOLL pediatric defibrillation electrodes. Do not delay therapy to determine patient's exact age or weight.

ECG Monitoring

The X Series is intended for use to monitor and/or record 3-, 5-, or 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.

CPR Monitoring

The CPR monitoring function provides visual and audio feedback designed to encourage rescuers to perform chest compressions at the AHA/ERC recommended rate of 100 compressions per minute. Voice and visual prompts encourage a minimum compression depth of at least 1.5 (3.8 cm) or 2.0 inches (5.0 cm), depending on the configuration, for adult patients. The CPR monitoring function is not intended for use on patients under 8 years of age.

External Transcutaneous Pacing

This product can be used for temporary external cardiac pacing in conscious or unconscious patients as an alternative to endocardial stimulation. The purposes of pacing include:

- Resuscitation from standstill or bradycardia of any etiology:
- As a standby when standstill or bradycardia might be expected:
- Suppression of tachycardia.
- Pediatric pacing.

Non-Invasive Blood Pressure Monitoring

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.

Temperature Monitoring

The X Series is intended for use to make continuous temperature measurements of rectal, esophageal, or surface temperatures, and to alarm if the temperature is outside of the limits set by the user. The patient population will range from newborn (neonate) to adult.

SpO2 Monitoring

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 (SpMet). The pulse CO-oximeter and accessories are indicated for use on adult, pediatric, and neonatal patients during both no motion and motion conditions, and for patients who are well or poorly perfused, in hospitals, hospital-type facilities, or in mobile environments.

Respiration Monitoring

The X Series is intended for use to continuously monitor respiration rate and to alarm if the rate falls outside of the range set by the operator. Because the measurement method actually measures respiratory effort, apnea episodes with continued respiratory effort (such as obstructive apnea) may not be detected. It is not intended to be used as an apnea monitor. The patient population will range from newborn (neonate) to adult.

CO2 Monitoring

The X Series is intended for use to make continuous noninvasive measurement and monitoring of carbon dioxide concentration of the expired and inspired breath and breath rate. The patient population will range from newborn (neonate) to adult.

Invasive Pressure Monitoring

The X Series is intended for use to display and make continuous invasive pressure measurements from any compatible pressure transducer. The primary intended uses are arterial blood pressure, central venous pressure and intracranial pressure monitoring. Any contraindications of the particular transducer selected by the user shall apply. The patient population will range from newborn (neonate) to adult.

6.1.2 FDA History

ZOLL is committed to producing the highest quality medical devices and to maintaining its reputation with regulatory agencies through honesty, openness and fairness. ZOLL employees are expected to uphold the highest professional and ethical standards and utilize good judgment at all times. ZOLL is committed to a productive work environment with regulators and values open communication and a commitment to maintaining compliance with all applicable laws and regulations.

In the past five years FDA has not enforced any actions on ZOLL. ZOLL has communicated voluntary actions (see items listed below) and has successfully completed these actions by completing the field recall and implementing improvements in our Quality System to prevent future occurrences.

Product	Recall Class	Date Posted	Reason for Recall
ZOLL X Series Defibrillator/Pacemaker/Monitor Product.	2	Sep-17-2012	Shipped with incorrect software
ZOLL E Series BLS Defibrillator/Pacemaker/Monitor Software versions 7.10 and 7.11	2	May-25-2011	ZOLL E Series BLS Defibrillator may fail to auto charge and deliver energy
ZOLL E Series Defibrillator/Pacemaker/Monitors; BLS Model; with software versions 4.XX; 6.XX and 7.0X.	2	May-07-2010	Device issued Shock Advised message but failed to auto-charge the defibrillator.
ZOLL R Series Defibrillator/Pacemaker/Monitor	2	Sep-29-2009	Failure of Device to display ECG could delay delivery of defibrillation or pacing therapy.
ZOLL AED Plus - ZOLL AED Plus Defibrillator	1	Apr-01-2009	Device fails to discharge the defibrillation energy.
ZOLL E Series Defibrillator with 12 Lead ECG; Automated external defibrillator; Software Version 3.00 and higher.	2	Jun-28-2008	Incorrect Patient Records: Patient records that have been stored; then later transmitted or printed may not be the correct record. Records that are transmitted or printed immediately following acquisition are correct.

Our facility has been audited on two occasions (September 2009 and March 2011) by the FDA in the past five years. An FDA 483 was issued with observations at the conclusion of each audit. A response to the observations was issued by the company and accepted by FDA as an adequate response to the listed observations with the exception of two audit findings. This exception was followed-up with a warning letter from the agency in April 2011. ZOLL immediately met with the district office to resolve any concerns the agency

may have had. A response to the warning letter was immediately submitted following our meeting with the district office. The response was found by the agency to adequately address the warning letter observations pending an agency re-inspection. A re-inspection by the agency took place in October 2011 and the warning letter was closed-out by the agency in April 2012.

6.1.3 Response to Specifications

Please see the flash drives included with our proposal package, which contain the Microsoft Access Database with the response to the specifications. Per Addendum #1, a hard copy submission is not required.

For the X Series Manual included as an attachment, please see section 6.1.10, Documentation, included in Section II of our proposal.

6.1.4 Pricing and Configuration Options

Please see the pricing sheet and quotations in section XII of our proposal.

6.1.5 Purchase of Department's Existing Monitor System

Please see the pricing sheet and quotations in section XII of our proposal.

6.1.6 Proposed Analytics Solution

RescueNet Code Review

- Licensing types (per seat vs. site licensing) for each client: Unlimited seats included
- Licensing for server software (if applicable): N/A
- Licensing for software modules (if applicable): N/A
- License-to-use policies: Unlimited licenses and access thereof
- Pricing policies and fees for additional clients and servers added after proposals and/or installation: No Charge
- Maintenance and upgrade policies and pricing: Upgrades at no charge
- Other interface costs (e.g. SDK, etc.): Included in ZOLL ePCR

Please see the ZOLL RescueNet Code Review brochure in section 6.1.10 Documentation, in part II of ZOLL's proposal.

6.1.7 Proposed Support and Maintenance Solution

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**.

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.

Repairs

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.

Non Warranty Return for Service

If a device is out of warranty and is returned to ZOLL for service, the Service Depot will evaluate the device to determine if a repair is needed. ZOLL will perform a comprehensive evaluation which could take several hours to complete. If ZOLL's evaluation does not warrant the device to be repaired, an evaluation charge shall apply. ZOLL's Service evaluation charge is a minimum of three (3) hours of Labor plus shipping of the device.

If the evaluation warrants the device to be repaired, the total cost of the repair will include parts, labor and shipping. If you choose to decline the repair, the evaluation charge will then apply.

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.

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 defective "Part" is returned, if the "Part" is repairable, you will receive a credit for 50% off the List Price of the Invoice. If the "Part" is not repairable, you will be expected to pay the invoice at list price.

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.

6.1.8 Proposed Training Programs



X Series In-Service Training Outline



- I. Introduction**
- II. Questions, Answers and Expectations**
- III. Overview and Layout of X Series Monitor**
 - a. Cabling, Cable Management and Carry Case**
 - b. Battery and Power Management**
- IV. Basic Navigation**
 - a. Front Panel Layout**
 - i. Right Side – Assigned Functionality including On-Screen Navigation**
 - ii. Left Side – Quick Access Keys**
 - 1. General Monitoring and 12 Lead Acquisition**
 - 2. CO₂, SYNC, Treatment Markers, Printer Features, Screen Modes, Alarms, Log, Setup Menu**
- V. Monitoring Parameters**
 - a. SPO₂**
 - b. ETCO₂**
 - c. NIBP**
- VI. Electrical Therapies**
 - a. Pacing**
 - b. Defibrillation**
 - c. Cardioversion**
- VII. Questions and Answers**

EMS Technical Training Syllabus



During this one-day EMS class, an experienced training instructor will be providing you with both clinical and technical information as it relates to the X Series.

Clinical:

- Basic ECG Analysis and Review
- Device Overview
- External Pacing
- Defibrillation
- Synchronized Cardioversion

Technical:

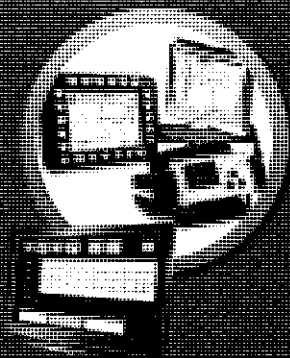
- Daily and 6 Month PMs
- System Level Overview
- Problem Diagnosis
- Technical Self-Diagnostics

This one (1) day training program will include troubleshooting training to help the customer potentially resolve a wide variety of problems or issues that they might experience, but will only include training on how to perform a very small number of repairs themselves. Examples of the repairs would be replacing the handle and the recorder assembly.

The documentation that we reference / use during the one (1) day EMS Focused Technical Training Programs related to X Series units, would be the X Series Operator's Manual and X Series Service Manual. Please see attached.

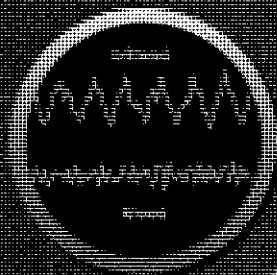
RescueNet™ Link

Sense'n Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet aPCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



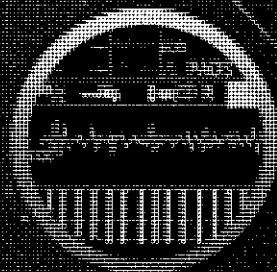
See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions – minimizes pausing.



Real CPR Help®

The original real-time rate and depth feedback improves compression quality.



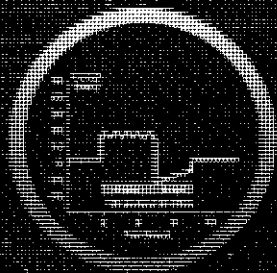
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform, the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – IV. Field Trial

6.3.1 Field Trial Format

ZOLL agrees to provide a minimum of six monitor defibrillators for the field trial. These monitor/defibrillators will comply with all specifications in ZOLL's response. In the event of a monitor failure during the field trial, ZOLL will supply a replacement unit as quickly as possible.

6.3.2 Vendor Scheduling

ZOLL agrees to the vendor scheduling requirements for the field trial.

6.3.4 Evaluator Training

ZOLL agrees to train the required number of field personnel in the use of the ZOLL X Series. Please see training curriculum in section II of our proposal.

6.3.5 Analytics Assessment

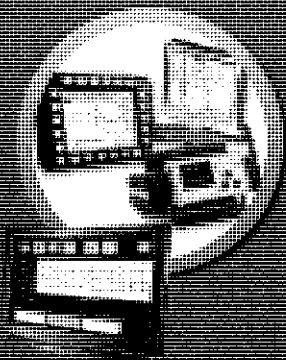
ZOLL agrees to the requirements for the Analytics Assessment.

6.3.6 Field Trial Support

ZOLL will have personnel available to support the testing program and assist in troubleshooting any problems that develop during the field trial.

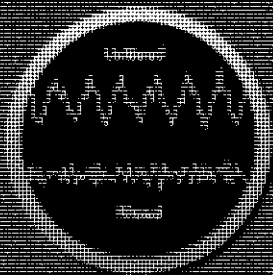
RescueNet® Link

Sam's™ Sync™ technology automatically updates data from the E Series® monitor/defibrillator. RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



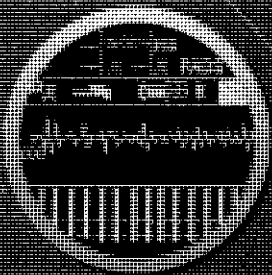
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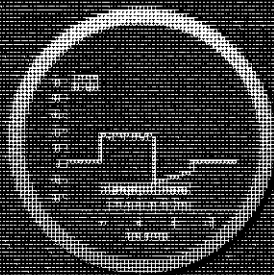
AutoPulse®

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High current/low energy waveform, the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – V. Prior Experience

**CITY OF AUSTIN
PURCHASING OFFICE
REFERENCE SHEET**
Please Complete and Return This Form with the Offer

Solicitation Number: CEA0114

Offeror's Name ZOLL Medical Corporation

Date Nov 1, 2012

The Offeror shall furnish, with the Offer, the following information, for at least **5** recent customers to whom products and/or services have been provided that are similar to those required by this Solicitation.

To add additional references to this form, click the Add Reference Button.

=====>

Add Reference

Company's Name Jacksonville Fire & Rescue

Name of Contact Tami Hertlein

Contact Title

Present Address 515 North Julia Street - Room #314

City Jacksonville

State Florida

Zip Code 32202

Telephone Number (904) 630-0280

FAX Number

Email Address tamih@coj.net

Company's Name Toronto EMS

Name of Contact Paul Raftis

Contact Title Chief

Present Address 4330 Dufferin St

City Toronto

State

Zip Code Canada

Telephone Number (416) 392-2209

FAX Number

Email Address praftis@toronto.ca

Company's Name Los Angeles County Fire Department

Name of Contact Chief Jesse Vela

Contact Title Fire Chief

Present Address 5801 S. Eastern Ave.

City Commerce

State California

Zip Code 90040

Telephone Number (323) 838-2212

FAX Number

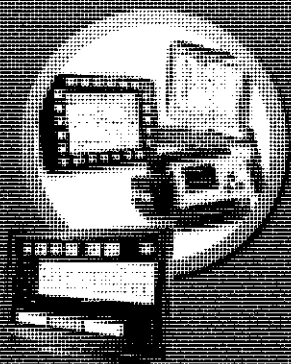
Email Address jvela@fire.lacounty.gov

Company's Name	Lubbock UMC EMS		
Name of Contact	Chris Teague	Contact Title	Director of UMC EMS
Present Address	602 Indiana Avenue		
City	Lubbock	State	Texas Zip Code 79415
Telephone Number	(806) 224-5263	FAX Number	
Email Address	chris.teague@umchealthsystem.com		

Company's Name	Kansas City Fire Department		
Name of Contact	Dr. Joseph Salomone	Contact Title	EMS Medical Director
Present Address	6750 Eastwood Trafficway		
City	Kansas City	State	Missouri Zip Code 64129
Telephone Number	(816) 513-6259	FAX Number	
Email Address	joseph.salomone@kcmo.org		

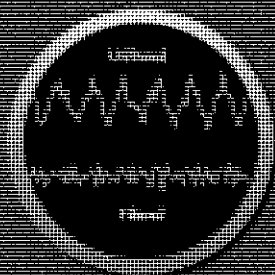
RescueNet® Link

Secure n Sync™ technology automatically uploads data from the Z Series® monitor defibrillator. RescueNet ePCR, CommCAD and Navigator vehicle mapping in real time to a large screen.



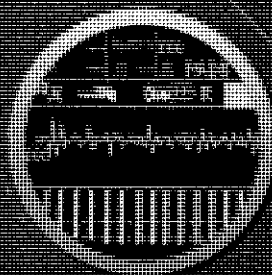
See-Thru CPR®

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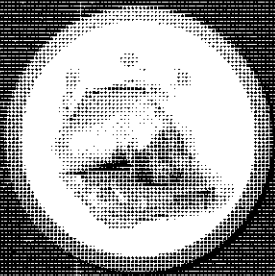
Real CPR Help®

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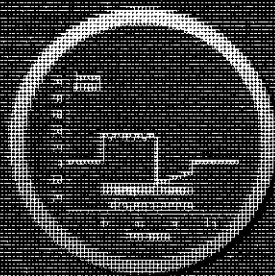
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Rectilinear Biphasic®

High current/low energy waveform. The only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – VI. Personnel

Personnel

Michael Trotter, Vice President of EMS Sales

Responsibility: Project Oversight

Percentage of time devoted to project: 25%

Michael Grzyb, Deployment Manager

Responsibility: Training

Percentage of time devoted to project: 100%

Ray de la Pena, EMS Regional Manager

Responsibility: Logistics Support

Percentage of time devoted to project: 25%

Wayne Reval, Director of Strategic Accounts

Responsibility: Logistics & Support

Percentage of time devoted to project: 25%

Ryan Grulke, EMS Territory Manager

Responsibility: Logistics, Training, and Local Support

Percentage of time devoted to project: 50%

Maynard Moudy, Sales Engineer

Responsibility: Technical Support

Percentage of time devoted to project: 50%

Resumes

Ryan Grulke

Title: EMS Territory Manager

Project Assignment: Logistics, Training, and Support

Years of Experience with ZOLL: 2.5 years

Years of Experience with other firms: 5.5 years (4.5 years with COOK Medical Critical Care Division, 1 year with MMS Medical EMS Division)

Education: Bachelors in Chemistry from Indiana University

Ray de la Pena

Title: Ray de la Peña, Regional Manager EMS, South Central USA

Project Assignment: Logistics Support

Years of Experience with ZOLL: 12 years

Years of Experience with other firms: More than 20 years professional experience

Education:

- MBA – Finance, University of Missouri 1995
- Kansas City, BA – Chemistry, University of Kansas 1991

Wayne Reval

Title: Director, Strategic Accounts

Project Assignment: Project oversight, Direction and Support

Years of Experience with ZOLL: 18 years

Years of Experience with other firms: 17 years

Education:

- Associates Degree – Northern Essex Community College
- Business Studies – Northeastern University

Other experience and qualifications relevant to project:

- Senior Marketing Director, ZOLL Medical Corporation. Required intensive market and product knowledge.
- Regional Manager, ZOLL Medical Corporation. Involved management skills that directly apply to this project

Michael Trotter

Title: VP of US EMS Sales

Project Assignment: Project Oversight

Years of Experience with ZOLL: 5 years

Years of Experience with other firms: 18 years

Education:

- BA English, Texas Tech University 1987
- BA Psychology, Texas Tech University 1987
- MA English University of Maine 1989.

Michael Grzyb

Title: Deployment Manager

Project Assignment: Training

Years of Experience with ZOLL: 5 years

Years of Experience with other firms: 8 years

Education:

- Paramedic Training Program, New England EMS Institute, Manchester, NH - 1999
- EMT-Intermediate Training Program, Elliot Hospital, Manchester, NH - 1997
- EMT-Basic Training Program, Middlesex Community College, Lowell, MA - 1996

Certifications:

Paramedic

- National Registry of EMTs
- State of New Hampshire Bureau of Emergency Medical Services

ACLS Provider

- American Heart Association

PALS Provider

- American Heart Association

Maynard Moudy

Title: Sales Engineer

Project Assignment: Technical Support (IT & Data Reference Resource)

Years of Experience with ZOLL: 7 years

Years of Experience with other firms: 7 years

Education:

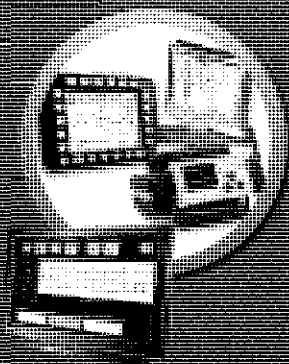
- 20 years paramedic
- 6 years Data Deployment Specialist with ZOLL Data Systems

Other experience and qualifications relevant to project:

- Demonstrated unparalleled proficiency with all Code Data products
- Outstanding track record in the areas of curriculum development and delivery
- Excellent customer satisfaction ratings
- Proven leadership and team building abilities
- Track record of "stepping up" and a positive "can do" attitude
- Explicit ability and desire to develop and implement replicable processes

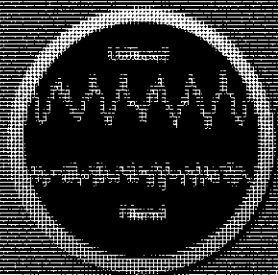
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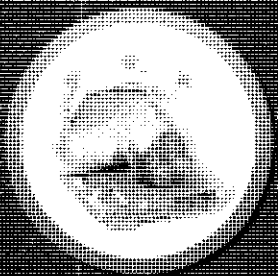
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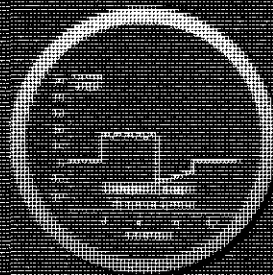
AutoPulse®

Load-distributing band (LDS) delivers critically powered compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic®

High current/low energy waveform: the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – VII.

Local Business Presence

Local Business Presence

ZOLL does not have a physical office location within the Austin City Limits. ZOLL's corporate headquarters are located in Chelmsford, MA. However, the territory manager for your account, Ryan Grulke, is located in the Austin area. ZOLL will also provide on-site training as well as on-site preventive maintenance to Austin-Travis County EMS.

City of Austin
Purchasing Office
Local Business Presence Identification Form

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE). A PO BOX ADDRESS WILL NOT BE ACCEPTED.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN, SECTION 0900 OF THE SOLICITATION.

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR: ZOLL Medical Corporation

Name of Local Firm	N/A - ZOLL does not have a local office in Austin City Limits.					
Address	ZOLL is located at 269 Mill Road, Chelmsford, MA 01824-4105					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S): N/A

Name of Local Firm	N/A					
Address	N/A					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

SUBCONTRACTOR(S): N/A

Name of Local Firm	N/A					
Address	N/A					
Is Firm located in the Corporate City Limits? (circle one)	Yes		No			
In business at this location for past 5 yrs?	Yes		No			
Location Type:	Headquarters	Yes	No	Branch	Yes	No

City of Austin
Purchasing Office
Local Business Presence Identification Form

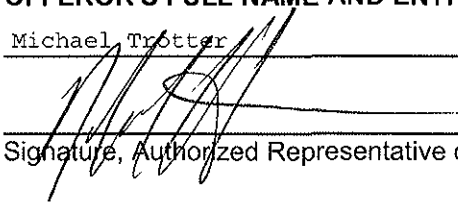
ACKNOWLEDGEMENT

THE STATE OF ~~TEXAS~~ Massachusetts
COUNTY OF ~~TRAVIS~~ Middlesex

I certify that my responses and the information provided on **Form 0605** are true and correct to the best of my personal knowledge and belief and that I have made no willful misrepresentations in this Section, nor have I withheld any relevant information in my statements and answers to questions. I am aware that any information given by me in this Section may be investigated and I hereby give my full permission for any such investigation and I fully acknowledge that any misrepresentations or omissions in my responses and information may cause my offer to be rejected.

OFFEROR'S FULL NAME AND ENTITY STATUS:

Michael Trotter



Signature, Authorized Representative of Offeror

VP of EMS Sales

Title

November 1, 2012

Date

END

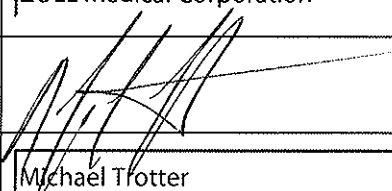
City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. CEA0114

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

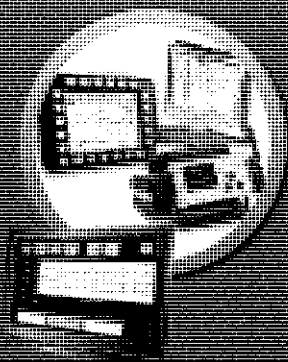
- ☐ Texas Resident Bidder - A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- ☒ Non-resident Bidder

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state? ☐ Yes ☒ No

Bidder's Name:	ZOLL Medical Corporation		
Signature of Officer or Authorized Representative:		Date:	Nov 1, 2012
Printed Name:	Michael Trotter		
Title:	VP of EMS Sales		

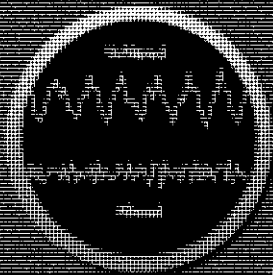
RescueNet™ Link

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See-Thru CPR®

Artificially slows underlying rhythm without stopping compressions – minimizes pausing.



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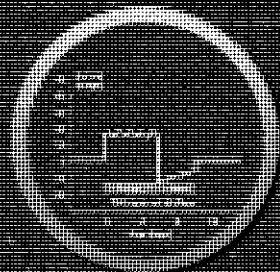
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Section – VIII.

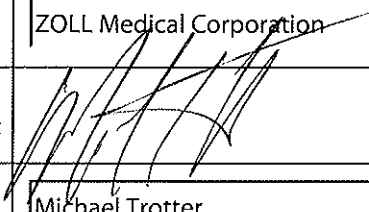
Non-Collusion, Non-Conflict of Interest, & AntiLobbying

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION

SOLICITATION NO. CEA0114

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name:	<div style="border: 1px solid black; min-height: 20px;">ZOLL Medical Corporation</div>		
Signature of Officer or Authorized Representative:		Date:	<div style="border: 1px solid black; min-height: 20px;">Nov 1, 2012</div>
Printed Name:	<div style="border: 1px solid black; min-height: 20px;">Michael Trotter</div>		
Title:	<div style="border: 1px solid black; min-height: 20px;">VP of EMS Sales</div>		

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. CEA0114
FOR**

EMS Portable Monitor-Defibrillators

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** . The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

Offeror's
Explanation:

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Contractor's Name:	ZOLL Medical Corporation
Printed Name:	Michael Trotter
Title:	VP of EMS Sales

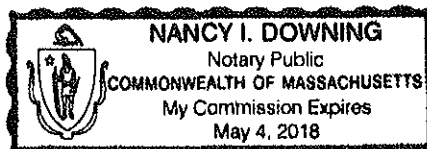
Signature of Officer or Authorized Representative:

Subscribed and sworn to before me this 1st day of November, 2012.

Notary Public

My Commission Expires

May 4, 2018



CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS CONTRACTOR CERTIFICATION
(Please duplicate as needed)

SOLICITATION NO. CEA0114

Pursuant to the Living Wages and Benefits provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Contractor who are directly assigned to this contract:

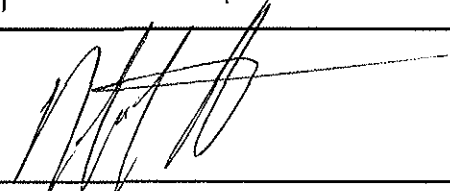
- (1) are compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) are offered a health care plan with optional family coverage.

(To add additional employees to this page, click the Add Button.)

	Employee Name	Employee Job Title
Add		
Delete		

- (3) all future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage.
- (4) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment.

Contractor's Name:	ZOLL Medical Corporation		
Signature of Officer or Authorized Representative:		Date:	Nov 1, 2012
Printed Name:	Michael Trotter		
Title:	VP of EMS Sales		

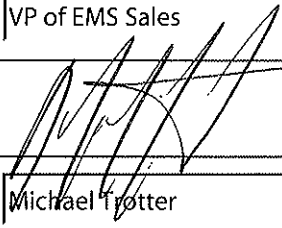
**CITY OF AUSTIN, TEXAS
LIVING WAGES AND BENEFITS EMPLOYEE CERTIFICATION**

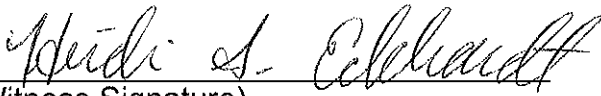
Contract Number:	CEA0114
Description of Services:	EMS Portable Monitor-Defibrillators
Contractor Name:	ZOLL Medical Corporation

Pursuant to the Living Wages and Benefits provision of the contract (reference Section 0400, Supplemental Purchase Provisions), the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the Living Wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the Living Wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this contract and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Employee's Title:	VP of EMS Sales		
Signature of Employee:		Date:	Nov 1, 2012
Employee's Printed Name:	Michael Trotter		


(Witness Signature)

Heidi S. Eckhardt
(Printed Name)

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS FORM**

SOLICITATION NUMBER: CEA0114

PROJECT NAME: EMS Portable Monitor-Defibrillators

The City of Austin has determined that no goals are appropriate for this project. Even though no goals have been established for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?

No X If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope.

Yes If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, subconsultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though no goals have been established, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

ZOLL Medical Corporation

Company Name

Michael Trotter, VP of EMS Sales

Name and Title of Authorized Representative (Print or Type)

[Signature]
Signature

November 1, 2012

Date

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
NO GOALS UTILIZATION PLAN**

SOLICITATION NUMBER: CEA0114

PROJECT NAME: EMS Portable Monitor-Defibrillators

(Please duplicate as needed)

PRIME CONTRACTOR/CONSULTANT COMPANY INFORMATION

Name of Contractor/Consultant	ZOLL Medical Corporation		
Address	269 Mill Road		
City, State Zip	Chelmsford, MA 01824-4105		
Phone	800-348-9011	Fax Number	978-421-0005
Name of Contact Person	Michael Trotter		
Is company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Michael Trotter, VP of EMS Sales

Name and Title of Authorized Representative (Print or Type)

Signature

November 1, 2012

Date

Provide a list of all proposed subcontractors/subconsultants/suppliers that will be used in the performance of this Contract. **Attach Good Faith Efforts documentation if non MBE/WBE firms will be used.**

Sub-Contractor/Consultant	N/A - NO SUBCONTRACTORS BEING USED		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED		
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

Sub-Contractor/Consultant	N/A - NO SUBCONTRACTORS BEING USED		
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED		
Vendor ID Code			
Contact Person	Phone Number:		
Amount of Subcontract	\$		
List commodity codes & description of services			

FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor _____ Date _____ Director/Deputy Director _____ Date _____

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

SOLICITATION NO **CEA0114**

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.**

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 1st day of November, 20 12.

CONTRACTOR

ZOLL Medical Corporation

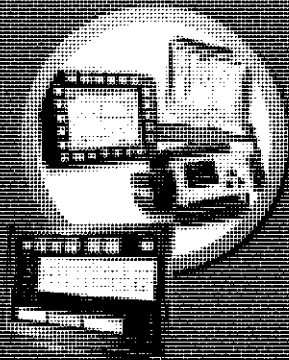
Authorized Signature

Title

VP of EMS Sales

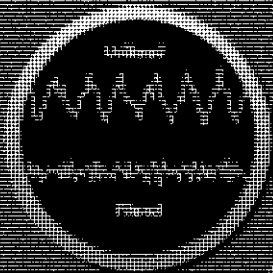
RescueNet™ Link

Sensor Sync™ technology automatically uploads data from the E Series® monitor/defibrillator, RescueNet aPCR, EasynCAD and Navigator vehicle mapping in real time to a large screen.



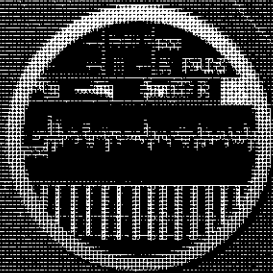
See-Thru CPR®

Artifact filtering shows underlying rhythm without stopping compressions—minimizes pausing.



Real CPR Help®

The original real-time rate and depth feedback—improves compression quality.



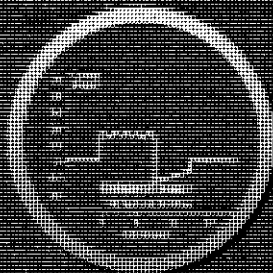
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform, the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – IX.

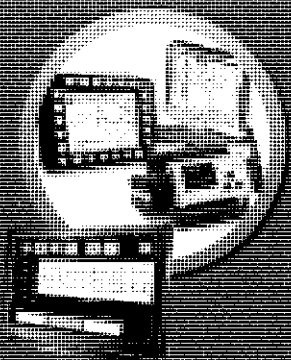
Proposal Acceptance Period

Proposal Acceptance Period

ZOLL's proposal is valid for 180 calendar days subsequent to the RFP closing date, as required in the RFP.

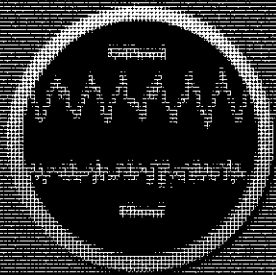
RescueNet™ Link

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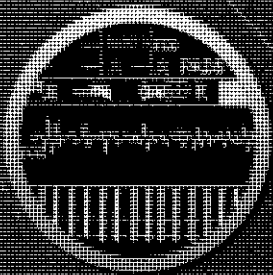
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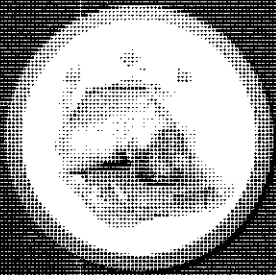
Real CPR Help®

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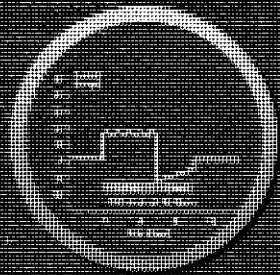
AutoPulse®

Load-distributing band (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuer in a moving vehicle.



Rectilinear Biphasic®

High current/low energy waveform; the only defibrillation waveform allowed by the FDA to claim superiority over monophasic.



Section – X.

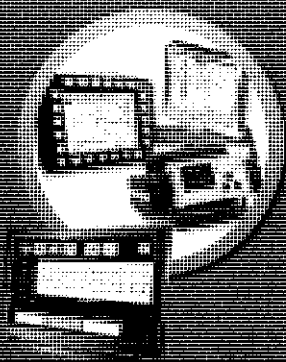
**Proprietary
Information**

Proprietary Information

ZOLL's proposal does not contain proprietary information.

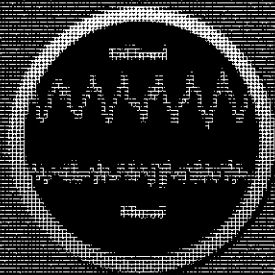
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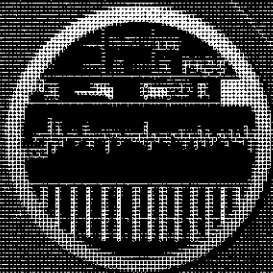
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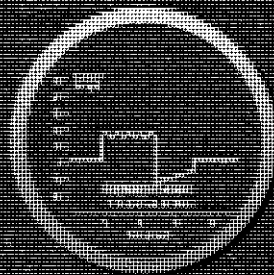
AutoPulse®

Lead-distributing bond (LDB) delivers clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuer in a moving vehicle.



Rectilinear Biphasic™

High current/low energy waveform; the only defibrillation waveform approved by the FDA to claim efficacy over monophasic.



Section – XI.

Authorized Negotiator

Authorized Negotiator

Name: Michael Trotter

Title: Vice President of EMS Sales

Address: ZOLL Medical Corporation
269 Mill Road
Chelmsford, MA 01824-4105

Phone: 978-421-9214

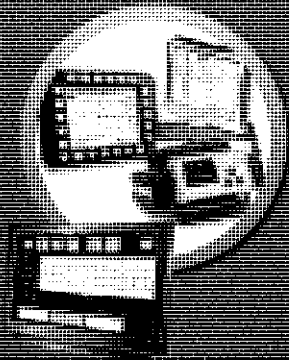
Toll-free: 800-348-9011 x9514

Cell: 214-632-3779

Email: mtrotter@zoll.com

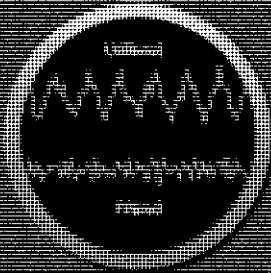
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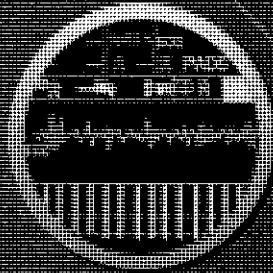
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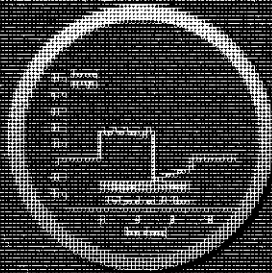
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Load-distributing band (LDB) returns clinically proven compressions and does not have to be paused during patient movement. Also safer for rescuers in a moving vehicle.



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High current/low energy waveform, the only defibrillator waveform allowed by the FDA to claim superiority over monophasic.



Section – XII. Cost Proposal

**ATTACHMENT A
CITY OF AUSTIN
REVISED PRICING SHEET
EMS PORTABLE MONITOR-DEFIBRILLATORS**

Use the following sheet to submit pricing information for the cardiac monitors and all related items.

SECTION A: INITIAL PURCHASE OF CARDIAC MONITORS AND SUPPLIES

ITEM NO.	ITEM DESCRIPTION	PURCHASE QUANTITY	UNIT	PROPOSED QUANTITY	UNIT PRICE	EXTENDED PRICE	Notes
1	Portable Monitor-Defibrillator	80	EA	80	\$24,591.70	\$1,967,336.00	Includes Competitive Conversion Discount
2	Battery Support System	80	EA	80	\$2,014.74	\$161,179.20	
3	Ambulance Mounting Units	80	EA	80	\$395.00	\$31,600.00	NCE X Series mounting
4	Vehicle Power Converters	85	EA	80	Included	Included	Built-into X Series
5	Protective / storage case (with shoulder strap)	90	EA	10	\$347.10	\$3,471.00	80 included in monitor line item package
6	Monitor Batteries	700	EA	240	\$386.10	\$92,664.00	6 hour run time for each battery, 24 hours run time required, total is 320 batteries minus 80 included in monitor line item
7	4 lead EKG cables	175	EA	95	\$128.70	\$12,226.50	80 included in monitor line item package
8	12 lead EKG cables	175	EA	95	\$144.30	\$13,708.50	80 included in monitor line item package
9	Electrical Therapy Cable	175	EA	95	\$232.44	\$22,081.80	80 included in monitor line item package
10	Power Adapter Extension Cable	175	EA	95	\$347.10	\$32,974.50	80 included in monitor line item package
11	Defibrillator Load Tester	90	EA	10	\$30.03	\$300.30	80 included in monitor line item package
12	SpO ₂ sensor cable	185	EA	185	\$175.50	\$32,467.50	
13	SpO ₂ sensor, adult, reusable	200	EA	200	\$323.70	\$64,740.00	
14	NIBP Hose	175	EA	95	\$50.70	\$4,816.50	80 included with monitor line item package
15	NIBP cuff, large adult, reusable	175	EA	175	\$40.95	\$7,166.25	
ITEM NO.	ITEM DESCRIPTION	PURCHASE QUANTITY	UNIT	PROPOSED QUANTITY	UNIT PRICE	EXTENDED PRICE	Notes
16	NIBP cuff, regular adult, reusable	175	EA	95	\$40.95	\$3,890.25	80 included with monitor line item package
17	NIBP cuff, small adult, reusable	175	EA	175	\$40.95	\$7,166.25	
18	NIBP cuff, pediatric, reusable	160	EA	160	\$40.95	\$6,552.00	

19	NIBP cuff, infant, reusable	160	EA	160	\$40.95	\$6,552.00	
20	NIBP cuff, thigh, reusable	160	EA	160	\$40.95	\$6,552.00	
21	NIBP cuff, newborn reusable	160	EA	160	\$40.95	\$6,552.00	
22	Temperature sensing cables	175	EA	175	\$42.90	\$7,507.50	
23	SpO ₂ Sensor, adult, disposable	1,000	EA	100 BX	\$542.10	\$54,210.00	10 each per box. These sensors are for SpO ₂ , SpCO, and SpMet
24	SpO ₂ Sensor, pediatric, disposable	850	EA	85 BX	\$620.10	\$52,708.50	10 each per box. These sensors are for SpO ₂ , SpCO, and SpMet
25	SpO ₂ Sensor, infant, disposable	700	EA	70 BX	\$620.10	\$43,407.00	10 each per box. These sensors are for SpO ₂ , SpCO, and SpMet
26	ETCO ₂ sampling line for non-intubated patient, adult	6,300	EA	252 BX	\$276.90	\$69,778.80	25 each per box
27	ETCO ₂ sampling line for non-intubated patient, pediatric	4,000	EA	160 BX	\$308.10	\$42,296.00	25 each per box
28	ETCO ₂ sampling line for intubated patient	1,200	EA	48 BX	\$214.50	\$10,296.00	25 each per box
29	EKG Electrodes	150,000	EA	313 CS	\$74.88	\$23,437.44	4 each per pack, 480 each per case
30	Adult defibrillation / monitor combination pads	1100	EA	138 CS	\$436.80	\$60,278.40	8 each per case
31	Pediatric defibrillation / monitor combination pads	550	EA	550	\$74.10	\$40,755.00	
32	Monitor recording paper, roll	1,600	EA	267 BX	\$18.72	\$4,998.24	6 rolls per box
33	Temperature sensors	1,000	EA	1,000	\$5.85	\$5,850.00	
34	5-Year Warranty	80	EA	80	\$3,550.00	\$284,000.00	4 Year Extended Warranty (1 year supplied with unit).
TOTAL						\$3,183,519.43	

SECTION B: ALTERNATE PRICING FOR LEASE OF CARDIAC MONITORS

ITEM NO.	ITEM DESCRIPTION	PURCHASE QUANTITY	UNIT	PROPOSED QUANTITY	ANNUAL LEASE PRICE	EXTENDED PRICE	Notes
35	Portable Monitor-Defibrillator	80	EA	Please see quotations for examples of leasing/terms. ZOLL Medical has several alternative financing options that can be tailored to meet the needs of Austin Travis County.			
36	Battery Support System	80	EA				
37	Ambulance Mounting Units	80	EA				
38	Vehicle Power Converters	85	EA				
39	5-Year Warranty	80	EA				
TOTAL						See Quotes	

SECTION C: ANNUAL DISPOSABLES AND OTHER ACCESSORY PURCHASES (YEARS 2-5)

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
40	Portable Monitor-Defibrillator	4	EA	\$26,241.70	\$104,966.80	Includes Competitive Conversion Discount
41	Battery Support System	4	EA	\$2,014.74	\$8,058.96	
42	Ambulance Mounting Units	4	EA	\$395.00	\$1,580.00	
43	Vehicle Power Converters	4	EA	Included	Included	Built-into the monitor
44	Monitor Batteries	300	EA	\$386.10	\$115,830.00	
45	Power Adapter Extension Cable	100	EA	\$347.10	\$34,710.00	
46	Defibrillator Load Tester	5	EA	\$30.03	\$150.15	
47	Protective / storage case	12	EA	\$347.10	\$4,165.20	
48	Shoulder Strap	20	EA	\$28.86	\$577.20	
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
49	4 lead EKG cables	100	EA	\$128.70	\$12,870.00	
50	12 lead EKG cables	120	EA	\$331.50	\$39,780.00	
51	Electrical Therapy Cable	120	EA	\$232.44	\$27,892.80	
52	NIBP Hose	12	EA	\$50.70	\$608.40	
53	NIBP cuff, large adult, reusable	36	EA	\$40.95	\$1,474.20	
54	NIBP cuff, regular adult, reusable	60	EA	\$40.95	\$2,457.00	
55	NIBP cuff, small adult, reusable	24	EA	\$40.95	\$982.80	
56	NIBP cuff, pediatric, reusable	12	EA	\$40.95	\$491.40	
57	NIBP cuff, infant, reusable	12	EA	\$40.95	\$491.40	
58	NIBP cuff, thigh, reusable	12	EA	\$40.95	\$491.40	
59	NIBP cuff, newborn reusable	12	EA	\$40.95	\$491.40	
60	SpO ₂ sensor cable	60	EA	\$175.50	\$10,530.00	
61	SpO ₂ sensor, adult, reusable	60	EA	\$323.70	\$19,422.00	These sensors are for SpO ₂ , SpCO, and SpMet
62	EKG Electrodes	480,000	EA	\$74.88	\$74,880.00	4 each per pack, 480 per case
63	Adult defibrillation / monitor combination pads	1600	EA	\$436.80	\$87,360.00	8 each per case (200 cases quoted)
64	Pediatric defibrillation / monitor combination pads	225	EA	\$74.10	\$16,672.50	
65	Monitor recording paper, roll	3,600	EA	\$18.72	\$11,232.00	6 rolls per box
66	Electrode gel, 12 oz. tube	12	EA	\$58.50	\$58.50	12 each per box. Note: the included pads do not require gel.
67	ETCO ₂ sampling line for non-intubated patient, adult	18,000	EA	\$276.90	\$199,368.00	25 each per box

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
68	ETCO ₂ sampling line for non-intubated patient, pediatric	1,000	EA	\$308.10	\$12,324.00	25 each per box
69	ETCO ₂ sampling line for intubated patient	1,500	EA	\$214.50	\$12,870.00	25 each per box
70	SpO ₂ Sensor, adult, disposable	2,225	EA	\$542.10	\$120,883.30	10 each per box. These sensors are for SpO ₂ , SpCO, and SpMet
71	SpO ₂ Sensor, pediatric, disposable	1,600	EA	\$620.10	\$99,216.00	10 each per box. These sensors are for SpO ₂ , SpCO, and SpMet
72	SpO ₂ Sensor, infant, disposable	1,000	EA	\$620.10	\$62,010.00	10 each per box. These sensors are for SpO ₂ , SpCO, and SpMet
73	Temperature sensors	2,800	EA	\$5.85	\$16,380.00	
74	Annual Extended Warranty (past the initial 5-year warranty)	80	EA	\$990.00	\$79,200.00	
TOTAL					\$1,180,475.41	

SECTION D: PREVENTATIVE MAINTENANCE AND REPAIR

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
75	Annual Preventative Maintenance and Support Service Per Monitor	80	EA	\$230.00	\$1,840.00	Cost for 1 year, 1 PM per year. Price valid only when purchased with extended warranty. Up to 5 Year pre-paid PM is available. PM will be performed onsite if a minimum of 4 year PM is purchased, along with extended warranty.
76	Labor Rate for Repairs	50	HR	\$150/hr	\$7,500.00	Only applies to repairs not covered under warranty
TOTAL					\$1,840.00	

SECTION E: SOFTWARE

ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
77	Licenses for Analytics Software	20	EA	\$0.00	\$0.00	Included with ZOLL's ePCR, which is already implemented at ATCEMS
78	Licensing for Server Software	10	EA	\$0.00	\$0.00	Included with ZOLL's ePCR, which is already implemented at ATCEMS
ITEM NO.	ITEM DESCRIPTION	ESTIMATED ANNUAL QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
79	Licensing for Software Modules	10	EA	\$0.00	\$0.00	Included with ZOLL's ePCR, which is already implemented at ATCEMS
TOTAL					\$0.00	

SECTION F: EQUIPMENT BUYBACK

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE	Notes
80	LP-12 Monitor (Defibrillator)	76	EA	4,500.00	\$342,000.00	
81	Battery Support Systems	65	EA	250.00	\$16,250.00	
82	AC Power Adapters	41	EA	25.00	\$1,025.00	
TOTAL					\$359,275.00	

FOR INFORMATIONAL PURPOSES ONLY: List the discount from Manufacturer's Suggested Retail Price for all other items not listed on this pricing sheet: 22%

The following documents are required to be completed and submitted with the Offer.
Please check the boxes below as confirmation.

☒ Offer Sheet

☐ Response to Specifications (Section 0500)

☒ Response to Proposal Preparation Instructions (Section 0600)

☒ Attachment A - Cardiac Monitors Pricing Sheet

☒ Attachment B - Vendor Response to Specifications (Access Database)

☒ Local Business Presence Identification Form (Section 0605)
For an Offertory's Local Business Presence to be considered, this form must be completed and returned with the Offer.

☒ Reference Sheet (Section 0700)

☒ Non-Discrimination Certification (Section 0800)

☒ Non-Suspension or Debarment Certification (Section 0805)

☒ Non-Collusion, Non-Conflict of Interest, Anti-Lobbying Affidavit (Section 0810)

☒ Living Wages and Benefits Contractor Certification (Section 0815)

☒ Nonresident Bidder Provisions (Section 0835)

☒ No Goals Form & No Goals Utilization Plan (Section 0900)

☒ 1 original, hard copy of all proposal documents and 12 electronic copies of all proposal documents. **The 12 flash drives must be labeled with the name of the Vendor submitting the proposal.**

☒ I UNDERSTAND THAT FAILURE TO SUBMIT THE COMPLETED FORMS ABOVE
MAY RESULT IN DISQUALIFICATION OF MY OFFER

CC ANY NAME: ZOLL Medical Corporation

SIGNATURE OF AUTHORIZED REPRESENTATIVE:

PRINTED NAME: Michael Trotter, VP of EMS Sales

EMAIL ADDRESS: mtrotter@zoll.com

Quotations

ZOLL has included the following quotation options:

125675 V:4 – Pricing for Initial Purchase, Maintenance, and Trades (sections A, D, and F from spreadsheet) including finance option.

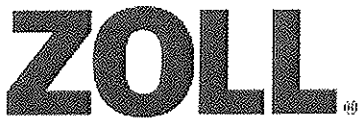
125916 V:2 – Pricing for Annual Monitor Purchase (section C from spreadsheet, items 40-42)

125689V:3 – Pricing for Annual Disposables and Accessories (section C from spreadsheet, items 43-74)

125919 V:2 – Alternative Lease Finance Option – Items from Section C of spreadsheet with finance option

125989 V:2 – Items based on "Monitor Package" defined on page 18 of RFP, including finance option.

We have also included an accessory price list for future purchases.



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 125675 V:4

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

**

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: Colleen Athey, Sr. Buyer

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Initial Purchase, Maintenance, and Trades**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	X Series @ Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • 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 • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550 Masimo Pulse Oximetry	80	\$41,015.00	\$31,991.70	\$2,559,336.00 *

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Page 1 Subtotal \$2,559,336.00

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



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Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125675 V:4

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

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email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
2	8300- 0500- 01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	80	\$2,583.00	\$2,014.74	\$161,179.20 *
3	NPN	NCE X Series Defibrillator Mount - ZOLL is reselling NCE equipment with this order, which will be drop-shipped directly from NCE. Warranty will be managed directly between ATCEMS and NCE	80	\$395.00	\$395.00	\$31,600.00 *
4	8707- 000501- 01	Accessory carry case	10	\$445.00	\$347.10	\$3,471.00 *

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Page 2 Subtotal \$2,755,586.20

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Page 2

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



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QUOTATION 125675 V:4

DATE: November 16, 2012

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Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Initial Purchase, Maintenance, and Trades**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	8000-0580-01	Six hour rechargeable Smart battery	240	\$495.00	\$386.10	\$92,664.00 *
6	8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	95	\$165.00	\$128.70	\$12,226.50 *
7	8300-0804-01	Replacement precordial 6 lead Cable - AAMI	95	\$185.00	\$144.30	\$13,708.50 *
8	8300-0783-01	Multifunction Therapy Cable - allows use of disposable multifunction electrodes and ZOLL M Series CCT External and Internal paddles (sold separately)	95	\$298.00	\$232.44	\$22,081.80 *
	8300-0004	Replacement AC Power adapter / charger, 120 - 240 VAC, 50, 60 400 Hz	95	\$445.00	\$347.10	\$32,974.50 *
10	1004-0149	MultiFunction test repair port	10	\$38.50	\$30.03	\$300.30 *
11	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	185	\$225.00	\$175.50	\$32,467.50 *
12	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	200	\$415.00	\$323.70	\$64,740.00 *
13	8300-0002-01	Dual Lumen NIBP 10 foot Hose	95	\$65.00	\$50.70	\$4,816.50 *

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Page 3 Subtotal \$3,031,565.80

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Ryan Grulke
EMS Territory Manager
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City of Austin

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Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125675 V:4

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Initial Purchase, Maintenance, and Trades**

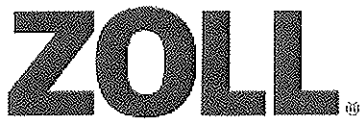
ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
14	REUSE- 12- 2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	175	\$52.50	\$40.95	\$7,166.25	*
15	REUSE- 11- 2MQ	Welch Allyn REUSE-11-2MQ Cuff, Adult, 2-Tube, Twist lock connector	175	\$52.50	\$40.95	\$7,166.25	*
16	REUSE- 10- 2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist lock connector	175	\$52.50	\$40.95	\$7,166.25	*
17	REUSE- 08- 2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00	*
18	REUSE- 07- 2MQ	Welch Allyn REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00	*
19	REUSE- 13- 2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00	*
20	REUSE- 07- 2MQ	Welch Allyn REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00	*
21	8000- 0674	Disposable Temperature Sensor Adapter Cable	175	\$55.00	\$42.90	\$7,507.50	*
22	8000- 0336	SpO2/SpCO/SpMet Rainbow Single use Sensor: Patients > 30 kg (10 per case)	100	\$695.00	\$542.10	\$54,210.00	*
23	8000- 0339	SpO2/SpCO/SpMet Rainbow Single use Sensors: Patients 10-50 kg (10 per case)	85	\$795.00	\$620.10	\$52,708.50	*

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Page 4 Subtotal \$3,193,698.55

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Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125675 V:4

DATE: November 16, 2012

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FREIGHT: Free Freight

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**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Initial Purchase, Maintenance, and Trades**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
24	8000-0340	SpO2/SpCO/SpMet Rainbow Single use Sensors: Patients 3 - 10 kg (10 per case)	70	\$795.00	\$620.10	\$43,407.00 *
25	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	252	\$355.00	\$276.90	\$69,778.80 *
26	8300-0525-01	Smart CapnoLine Plus O2 Pediatric (O2 tubing), Case of 25	160	\$395.00	\$308.10	\$49,296.00 *
27	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	48	\$275.00	\$214.50	\$10,296.00 *
28	8900-0004	4 ECG electrodes/pouch (120 pouches / 480 electrodes)	313	\$96.00	\$74.88	\$23,437.44 *
29	8900-0400	CPR stat*padz HVP Multi-Function CPR Electrodes - 8 pair/case	138	\$560.00	\$436.80	\$60,278.40 *
30	8900-0810-01	pedi*padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi*padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	550	\$95.00	\$74.10	\$40,755.00 *
31	8000-000901	ECG plain white paper- 80mm (pack of 6 rolls)	267	\$24.00	\$18.72	\$4,998.24 *
32	8000-0672	YSI single use adult Esophageal Rectal probe	1000	\$7.50	\$5.85	\$5,850.00 *

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Page 5 Subtotal \$3,501,795.43

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Tel: 512-974-2938

Fax: 512-974-2388

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
33	8777-005011	EMS Technical Training (1-Day)	1	\$3,495.00	\$3,495.00	Optional
34	8778-0107	4 Year Extended Warranty (at time of equipment sale)	80	\$3,550.00	\$3,550.00	\$284,000.00
35	8778-0119	5 Year, 1 Preventative Maintenance (at time of equipment sale)	80	\$1,150.00	\$1,150.00	\$92,000.00
36	7800-0312	LifePak 12 Biphasic w/Pacing + 3 options and 12 LD Trade-In	76		(\$4,500.00)	(\$342,000.00) **
37	7800-0304	LifePak 12 Battery Charger Trade-In	65		(\$250.00)	(\$16,250.00) **
38	NPN	AC Power Adapter Trade-In	41		(\$25.00)	(\$1,025.00) **
39	DI SC	Competitive Conversion Discount	1	\$0.00	(\$592,000.00)	(\$592,000.00) *
40		Interest to be applied...				\$249,537.01

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Page 6 Subtotal \$3,176,057.44

1. DELIVERY WILL BE MADE 45 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.
3. PRICES QUOTED ARE VALID FOR 60 DAYS.
4. APPLICABLE TAX ADDITIONAL.
5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.
6. ☒ X PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

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

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125675 V:4

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

**

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Initial Purchase, Maintenance, and Trades**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<p>**Trade-in Value valid if all units purchased are in good operational and cosmetic condition, and include all standard accessories such as paddles, cables, etc. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.</p> <p>*Reflects Discount Pricing.</p> <p>Payment Terms: 25% due Net 30 days. Balance due in 4 equal annual payments. These payments do not include applicable tax. Tax will be applied to the invoice.</p> <p>By placing a purchase order in response to this quotation, the City of Austin agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to execute a Security Agreement to be provided by ZOLL within seven days of shipment pursuant to such purchase order.</p>				

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TOTAL \$3,176,057.44

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Ryan Grulke
EMS Territory Manager
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(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 125916 V:2

DATE: November 16, 2012

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

**

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: Colleen Athey, Sr. Buyer

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Annual Monitor Purchase**

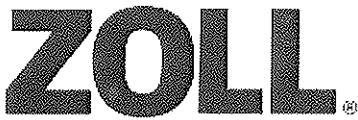
ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • 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 • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550 Masimo Pulse Oximetry	4	\$41,015.00	\$31,991.70	\$127,966.80 *

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Page 1 Subtotal \$127,966.80

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4. APPLICABLE TAX ADDITIONAL.
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OR EMAIL TO ESALES@ZOLL.COM.**
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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

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 125916 V:2

DATE: November 16, 2012

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Annual Monitor Purchase**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
2	8300- 0500- 01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	4	\$2,583.00	\$2,014.74	\$8,058.96 *
3	NPN	NCE X Series Defibrillator Mount - ZOLL is reselling NCE equipment with this order, which will be drop-shipped directly from NCE. Warranty will be managed directly between ATCEMS and NCE	4	\$395.00	\$395.00	\$1,580.00
4	DI SC	Competitive Conversion Discount	1	\$0.00	(\$23,000.00)	(\$23,000.00) *
*Reflects Discount Pricing.						

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TOTAL \$114,605.76

1. DELIVERY WILL BE MADE 45 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.

2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.

3. PRICES QUOTED ARE VALID FOR 60 DAYS.

4. APPLICABLE TAX ADDITIONAL.

5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.

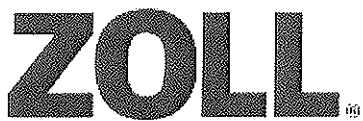
(X PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015

OR EMAIL TO ESALES@ZOLL.COM.

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

ZOLL Medical Corporation

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Chelmsford, Massachusetts 01824-4105
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(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125689 V:3

DATE: November 16, 2012

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Annual Disposables and Accessories**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
1	8000-0580-01	Six hour rechargeable Smart battery	300	\$495.00	\$386.10	\$115,830.00	*
2	8300-0004	Replacement AC Power adapter / charger, 120 - 240 VAC, 50, 60 400 Hz	100	\$445.00	\$347.10	\$34,710.00	*
3	1004-0149	MultiFunction test repair port	5	\$38.50	\$30.03	\$150.15	*
4	8707-000501-01	Accessory carry case	12	\$445.00	\$347.10	\$4,165.20	*
5	8000-0735	Replacement carry Strap	20	\$37.00	\$28.86	\$577.20	*
6	8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	100	\$165.00	\$128.70	\$12,870.00	*
7	8000-000898-01	12- Lead one step ECG cable- AAMI includes 4- lead trunk cable and removable precordial 6-Lead set	120	\$425.00	\$331.50	\$39,780.00	*
8	8300-0783-01	Multifunction Therapy Cable - allows use of disposable multifunction electrodes and ZOLL M Series CCT External and Internal paddles (sold separately)	120	\$298.00	\$232.44	\$27,892.80	*
9	8300-0002-01	Dual Lumen NIBP 10 foot Hose	12	\$65.00	\$50.70	\$608.40	*

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Page 1 Subtotal

\$236,583.75

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

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

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125689 V:3

DATE: November 16, 2012

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

**

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Annual Disposables and Accessories**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
10	REUSE- 12- 2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	36	\$52.50	\$40.95	\$1,474.20	*
11	REUSE- 11- 2MQ	Welch Allyn REUSE-11-2MQ Cuff, Adult, 2-Tube, Twist lock connector	60	\$52.50	\$40.95	\$2,457.00	*
12	REUSE- 10- 2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist lock connector	24	\$52.50	\$40.95	\$982.80	*
13	REUSE- 08- 2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist lock connector	12	\$52.50	\$40.95	\$491.40	*
14	REUSE- 07- 2MQ	Welch Allyn REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	12	\$52.50	\$40.95	\$491.40	*
15	REUSE- 13- 2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist lock connector	12	\$52.50	\$40.95	\$491.40	*
16	REUSE- 07- 2MQ	Welch Allyn REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	12	\$52.50	\$40.95	\$491.40	*
17	8000- 0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	60	\$225.00	\$175.50	\$10,530.00	*
18	8000- 000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	60	\$415.00	\$323.70	\$19,422.00	*
19	8900- 0004	4 ECG electrodes/pouch (120 pouches / 480 electrodes)	1000	\$96.00	\$74.88	\$74,880.00	*

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Page 2 Subtotal

\$348,295.35

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

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FEDERAL ID#: 04-2711626

T City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125689 V:3

DATE: November 16, 2012

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

**

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Annual Disposables and Accessories**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
20	8900-0400	CPR stat•padz HVP Multi-Function CPR Electrodes - 8 pair/case	200	\$560.00	\$436.80	\$87,360.00 *
21	8900-0810-01	pedi•padz® II Pediatric Multi-Function Electrodes - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	225	\$95.00	\$74.10	\$16,672.50 *
22	8000-000901	ECG plain white paper- 80mm (pack of 6 rolls)	600	\$24.00	\$18.72	\$11,232.00 *
23	8000-0053	Defibrillator Gel - 12 tubes	1	\$75.00	\$58.50	\$58.50 *
24	8300-0524-01	Smart CapnoLine Plus O2 Adult (O2 tubing), Case of 25	720	\$355.00	\$276.90	\$199,368.00 *
25	8300-0525-01	Smart CapnoLine Plus O2 Pediatric (O2 tubing), Case of 25	40	\$395.00	\$308.10	\$12,324.00 *
26	8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	60	\$275.00	\$214.50	\$12,870.00 *
27	8000-0336	SpO2/SpCO/SpMet Rainbow Single use Sensor: Patients > 30 kg (10 per case)	223	\$695.00	\$542.10	\$120,888.30 *
28	8000-0339	SpO2/SpCO/SpMet Rainbow Single use Sensors: Patients 10-50 kg (10 per case)	160	\$795.00	\$620.10	\$99,216.00 *

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Page 3 Subtotal

\$908,284.65

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

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FEDERAL ID#: 04-2711626

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125689 V:3

DATE: November 16, 2012

TERMS: Net 30 Days

FOB: Destination

FREIGHT: Free Freight

**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Annual Disposables and Accessories**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
29	8000-0340	SpO2/SpCO/SpMet Rainbow Single use Sensors: Patients 3 - 10 kg (10 per case)	100	\$795.00	\$620.10	\$62,010.00 *
30	8000-0672	YSI single use adult Esophageal Rectal probe	2800	\$7.50	\$5.85	\$16,380.00 *
31	8778-0104	1 Year Extended Warranty (at time of equipment sale)	80	\$990.00	\$990.00	\$79,200.00
*Reflects Discount Pricing.						

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TOTAL \$1,065,874.65

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FEDERAL ID#: 04-2711626

7 City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125919 V:2

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

**

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Alternative Lease/Finance Option**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2231411-01	X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5" (16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • 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 • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) <ul style="list-style-type: none"> • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550 Masimo Pulse Oximetry	80	\$41,015.00	\$31,991.70	\$2,559,336.00 *

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Page 1 Subtotal \$2,559,336.00

1. DELIVERY WILL BE MADE 45 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.

2. PRICES WILL BE F.O.B. DESTINATION - FREE FREIGHT.

3. PRICES QUOTED ARE VALID FOR 60 DAYS.

4. APPLICABLE TAX ADDITIONAL.

5. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTANCE BY ZOLL.

(**X PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.**

7. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.

8. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



**GUIDELINES
2010 READY**

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

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125919 V:2

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Alternative Lease/Finance Option**

**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
2	8300- 0500- 01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	80	\$2,583.00	\$2,014.74	\$161,179.20 *
3	NPN	NCE X Series Defibrillator Mount - ZOLL is reselling NCE equipment with this order, which will be drop-shipped directly from NCE. Warranty will be managed directly between ATCEMS and NCE	80	\$395.00	\$395.00	\$31,600.00 *
4	8778- 0107	4 Year Extended Warranty (at time of equipment sale)	80	\$3,550.00	\$3,550.00	\$284,000.00

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Page 2 Subtotal \$3,036,115.20

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



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Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125919 V:2

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Alternative Lease/Finance Option**

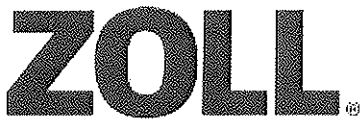
ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
5	DI SC	Competitive Conversion Discount	1	\$0.00	(\$608,000.00)	(\$608,000.00) *
6		Interest to be applied...				\$203,528.62
<p style="text-align: center;">*Reflects Discount Pricing.</p> <p style="text-align: center;">Payment Terms: 25% due Net 30 days. Balance due in 4 equal annual payments. These payments do not include applicable tax. Tax will be applied to the invoice.</p> <p>By placing a purchase order in response to this quotation, the City of Austin agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to execute a Security Agreement to be provided by ZOLL within seven days of shipment pursuant to such purchase order.</p>						

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TOTAL \$2,631,643.82

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



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FEDERAL ID#: 04-2711626

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Monitor Package with Lease/Finance Option**

QUOTATION 125989 V:2

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601- 2231411- 01	X Series ® Manual Monitor/Defibrillator \$14,995 with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. Accessories Included: <ul style="list-style-type: none"> • Six (6) foot 3- Lead ECG cable • 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 • One (1)-year EMS warranty Advanced Options: Real CPR Help Expansion Pack \$ 995 CPR Dashboard quantitative depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering ZOLL Noninvasive Pacing Technology: \$2,550 Masimo Pulse Oximetry	80	\$41,015.00	\$31,991.70	\$2,559,336.00 *

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Page 1 Subtotal \$2,559,336.00

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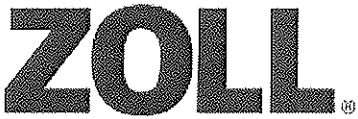
6. **X PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015
OR EMAIL TO ESALES@ZOLL.COM.**

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Page 1

Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



GUIDELINES 2010 READY

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FEDERAL ID#: 04-2711626

City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

QUOTATION 125989 V:2

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Monitor Package with Lease/Finance Option**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		SP02& SpCO \$4,540 • Signal Extraction Technology (SET) • Rainbow SET (for SpCO & SpMet) NIBP Welch Allyn includes: \$3,495 • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff End Tidal Carbon Dioxide monitoring (ETCO2) Oridion Microstream Technology: \$4,995 Order required Microstream tubing sets separately Interpretative 12- Lead ECG: \$8,450 • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set Two Temperature monitoring channels with digital displays: \$ 995 Order Temperature probes separately				
2	8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	80	\$2,583.00	\$2,014.74	\$161,179.20 *
3	8000-0580-01	Six hour rechargeable Smart battery	240	\$495.00	\$386.10	\$92,664.00 *
4	8300-0803-01	Replacement 4-Lead Trunk Cable - AAMI	80	\$165.00	\$128.70	\$10,296.00 *
5	8300-0804-01	Replacement precordial 6 lead Cable - AAMI	80	\$185.00	\$144.30	\$11,544.00 *

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Page 2 Subtotal \$2,835,019.20

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258



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City of Austin

124 W. 8th Street Rm 310
Austin, TX 78701

Attn: **Colleen Athey, Sr. Buyer**

email: colleen.athey@austintexas.gov

Tel: 512-974-2938

Fax: 512-974-2388

QUOTATION 125989 V:2

DATE: November 16, 2012

TERMS: SPECIAL

FOB: Destination

FREIGHT: Free Freight

**Solicitation No. CEA0114 Portable
Monitor-Defibrillators due 11/16/12 at 11AM
Monitor Package with Lease/Finance Option**

**

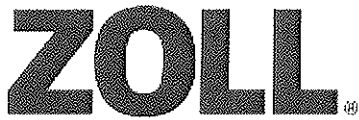
ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
6	8300-0783-01	Multifunction Therapy Cable - allows use of disposable multifunction electrodes and ZOLL M Series CCT External and Internal paddles (sold separately)	80	\$298.00	\$232.44	\$18,595.20 *
7	8000-0341	SpO2/SpCO/SpMet Rainbow Resuable Patient Cable: Connects to Single Use Sensors (4 ft)	160	\$225.00	\$175.50	\$28,080.00 *
8	8000-000371	SpO2/SpCO/SpMet Rainbow DCI Adult Reusable Sensor with connector (3 ft)	160	\$415.00	\$323.70	\$51,792.00 *
9	8000-0674	Disposable Temperature Sensor Adapter Cable	160	\$55.00	\$42.90	\$6,864.00 *
	REUSE-12-2MQ	Welch Allyn REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00 *
11	REUSE-11-2MQ	Welch Allyn REUSE-11-2MQ Cuff, Adult, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00 *
12	REUSE-10-2MQ	Welch Allyn REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00 *
13	REUSE-08-2MQ	Welch Allyn REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00 *
14	REUSE-07-2MQ	Welch Allyn REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00 *

Page 3 Subtotal \$2,973,110.40

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email: colleen.athey@austintexas.gov

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
15	REUSE- 13- 2MQ	Welch Allyn REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist lock connector	160	\$52.50	\$40.95	\$6,552.00 *
16	DI SC	Competitive Conversion Discount	1	\$0.00	(\$608,000.00)	(\$608,000.00) *
17		Interest to be applied...				\$201,124.18
<p>*Reflects Discount Pricing.</p> <p>Payment Terms: 25% due Net 30 days. Balance due in 4 equal annual payments. These payments do not include applicable tax. Tax will be applied to the invoice.</p> <p>By placing a purchase order in response to this quotation, the City of Austin agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to execute a Security Agreement to be provided by ZOLL within seven days of shipment pursuant to such purchase order.</p>						

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TOTAL \$2,572,786.58

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Ryan Grulke
EMS Territory Manager
800-242-9150, x9258

X Series Accessories

Part Number	Description	U.S. List Price	City of Austin
ECG Accessories			
8000-000898-01	12-Lead one step ECG cable - AAMI includes 4-Lead trunk cable and removable precordial 6 lead set.	\$ 425.00	\$331.50
8000-000898-12	12-Lead one step ECG cable - IEC includes 4-Lead trunk cable and removable precordial 6 lead set.	\$ 325.00	\$253.50
8000-000896-01	Replacement 3-Lead Cable - AAMI	\$ 165.00	\$128.70
8000-000896-12	Replacement 3-Lead Cable - IEC	\$ 165.00	\$128.70
8000-000897-01	5-Lead ECG Cable - AAMI	\$ 175.00	\$136.50
8000-000897-12	5-Lead ECG Cable - IEC	\$ 175.00	\$136.50
9680-002002-01	Royal Blue Air Medical X Series, Propaq MD/M Cable Sleeve	\$ 49.95	\$38.96
8900-0004	ECG liquid gel electrodes, 4 ECG electrodes/pouch (480 electrodes) - 120 pouches	\$ 96.00	\$74.88
8900-0006	ECG liquid gel electrodes, 6 ECG electrodes/pouch (600 electrodes) - 100 pouches	\$ 120.00	\$93.60

SpO2 Accessories			
8000-0330	Red 4' Reusable Patient Cable - connects to LNCS single use and reusable sensors	\$ 295.00	\$230.10
8000-0331	Red 10' Reusable Patient Cable - connects to LNCS single use and reusable sensors	\$ 345.00	\$269.10
8000-0332	Red 3' DCI Adult Reusable Patient Cable / Sensor	\$ 310.00	\$241.80
8000-0333	Red 3' DCI Pediatric Reusable Patient Cable / Sensor	\$ 345.00	\$269.10
8000-0334	Red 12' DCI Adult Reusable Patient Cable / Sensor	\$ 595.00	\$464.10
8000-0335	Red 12' DCI Pediatric Reusable Patient Cable / Sensor	\$ 645.00	\$503.10
8000-0341	Rainbow 4' Reusable Patient Cable - connects to Rainbow 2 piece sensors	\$ 225.00	\$175.50
8000-0342	Rainbow 12' Reusable Patient Cable - connects to Rainbow 2 piecesensors	\$ 295.00	\$230.10
8000-0343	Rainbow 8' DCI Adult Reusable Patient Cable / Sensor	\$ 895.00	\$698.10
8000-0344	Rainbow 12' DCI Adult Reusable Patient Cable / Sensor	\$ 1,095.00	\$854.10
8000-0345	Rainbow 8' DCI Pediatric Reusable Patient Cable / Sensor	\$ 995.00	\$776.10
8000-0346	Rainbow 12' DCI Pediatric Reusable Patient Cable / Sensor	\$ 1,095.00	\$854.10
8000-000371	Rainbow Adult Reusable Patient Sensor For SpO2, SpCO, SpMet	\$ 495.00	\$386.10
8000-000372	Rainbow Pediatric Reusable Patient Sensor For SpO2, SpCO, SpMet	\$ 465.00	\$362.70
8000-0336	Rainbow Single use sensor for patients > 30 kg	\$ 545.00	\$425.10
8000-0337	Rainbow Single use sensor for patients > 3kg, < 30 kg	\$ 695.00	\$542.10
8000-0339	Rainbow Single use sensor for Pediatrics 10 - 50 kg	\$ 795.00	\$620.10
8000-0340	Rainbow Single use sensor for Infants 3 - 10 kg 8000-0340	\$ 795.00	\$620.10

Non-Invasive Blood Pressure Accessories			
8300-0002-01	Dual Lumen NIBP 10 foot Hose for Propaq MD	\$ 65.00	\$50.70
8300-0796-01	Infant/Neonate, 8 foot single lumen NIBP hose, w/ female luer cuff connector	\$ 65.00	\$50.70
8300-0797-01	Neonatal Cuff Kit, one each of sizes #1 - #5, single tube w/ male luer connector	\$ 299.00	\$233.22
8000-0895	Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs	\$ 157.50	\$122.85
REUSE-07-2MQ	REUSE-07-2MQ Cuff, Infant, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
REUSE-08-2MQ	REUSE-08-2MQ Cuff, Small Child, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
REUSE-09-2MQ	REUSE-09-2MQ Cuff, Child, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
REUSE-10-2MQ	REUSE-10-2MQ Cuff, Small Adult, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
REUSE-11-2MQ	REUSE-11-2MQ Cuff, Adult, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
REUSE-11L-2MQ	REUSE-11L-2MQ Cuff, Adult Long, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
REUSE-12-2MQ	REUSE-12-2MQ Cuff, Lg Adult, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
REUSE-12L-2MQ	REUSE-12L-2MQ Cuff, Lg Adult Long, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
REUSE-13-2MQ	REUSE-13-2MQ Cuff, Thigh, 2-Tube, Twist lock connector	\$ 52.50	\$40.95
SOFT-07-2MQ	Disposable Cuff, soft Infant, 2-Tube, twist lock connector, box of 20	\$ 124.30	\$96.95
SOFT-08-2MQ	Disposable Cuff, soft sm child, 2-Tube, twist lock connector, box of 20	\$ 124.30	\$96.95
SOFT-09-2MQ	Disposable Cuff, soft child, 2-Tube, twist lock connector, box of 20	\$ 124.30	\$96.95
SOFT-10-2MQ	Disposable Cuff, soft sm adult, 2-Tube, twist lock connector, box of 20	\$ 168.61	\$131.52
SOFT-11-2MQ	Disposable Cuff, soft Adult, 2-Tube, twist lock connector, box of 20	\$ 168.61	\$131.52
SOFT-11L-2MQ	Disposable Cuff, soft Adult Long, 2-Tube, twist lock connector, box of 20	\$ 192.00	\$149.76
SOFT-12-2MQ	Disposable Cuff, soft Lg Adult, 2-Tube, twist lock connector, box of 20	\$ 168.61	\$131.52
SOFT-12L-2MQ	Disposable Cuff, soft Lg Adult long, 2-Tube, twist lock connector, box of 20	\$ 192.00	\$149.76
SOFT-13-2MQ	Disposable Cuff, soft Thigh, 2-Tube, twist lock connector, box of 20	\$ 224.00	\$174.72

Part Number	Description	U.S. List Price	City of Austin
Temperature Accessories			
8000-0670	YSI reusable adult Skin Temperature probe	\$ 75.00	\$58.50
8000-0671	YSI reusable pediatric Skin Temperature probe	\$ 75.00	\$58.50
8000-0668	YSI reusable Adult Esophageal Rectal Temperature Probe	\$ 55.00	\$42.90
8000-0669	YSI reusable pediatric Esophageal Rectal probe	\$ 75.00	\$58.50
8000-0672	YSI single use adult Esophageal Rectal probe	\$ 7.50	\$5.85
8000-0673	YSI single use adult Skin Temperature probe	\$ 7.50	\$5.85
8000-0674	Disposable Temperature Sensor Adapter Cable	\$ 55.00	\$42.90

Temperature Accessories

8000-0670	YSI reusable adult Skin Temperature probe	\$ 75.00	\$58.50
8000-0671	YSI reusable pediatric Skin Temperature probe	\$ 75.00	\$58.50
8000-0668	YSI reusable Adult Esophageal Rectal Temperature Probe	\$ 55.00	\$42.90
8000-0669	YSI reusable pediatric Esophageal Rectal probe	\$ 75.00	\$58.50
8000-0672	YSI single use adult Esophageal Rectal probe	\$ 7.50	\$5.85
8000-0673	YSI single use adult Skin Temperature probe	\$ 7.50	\$5.85
8000-0674	Disposable Temperature Sensor Adapter Cable	\$ 55.00	\$42.90

EtCO2 Accessories

8300-0520-01	Filterline Set Adult/Pediatric, Case of 25	\$ 275.00	\$214.50
8300-0521-01	Filterline H Set Adult/Pediatric, Case of 25	\$ 450.00	\$351.00
8300-0522-01	Filterline H Set Infant/Neonatal, Case of 25	\$ 450.00	\$351.00
8300-0523-01	Vitaline H Set Adult/Pediatric, Case of 25	\$ 685.00	\$534.30
8300-0524-01	Smart CapnoLine Plus O2 Adult(O2 tubing), Case of 25	\$ 355.00	\$276.90
8300-0525-01	Smart CapnoLine Plus O2 Pediatric (O2 tubing), Case of 25	\$ 395.00	\$308.10

Multifunction Defibrillation Accessories

8300-0783-01	Multifunction Therapy Cable - allows use of disposable multifunction electrodes and ZOLL External and Internal paddles	\$ 298.00	\$232.44
8000-0370	CPR Connector	\$ 265.00	\$206.70
8300-000676	X Series OneStep Cable	\$ 425.00	\$331.50
8000-1010-01	External Paddles set with controls and built-in pediatric electrodes NSN 6515-01-504-6492	\$ 590.00	\$460.20
8000-0053	Defibrillation gel, 12 tubes	\$ 75.00	\$58.50
8011-0139-01	Sterilizable Internal Handle, With Switch, 1.0" spoon, 10' cable; 100 - 120 volt (Domestic) only	\$ 825.00	\$643.50
8011-0139-02	Sterilizable Internal Handle, With Switch, 1.6" spoon, 10' cable; 100 - 120 volt (Domestic) only	\$ 825.00	\$643.50
8011-0139-03	Sterilizable Internal Handle, With Switch, 2.7" spoon, 10' cable; 100 - 120 volt (Domestic) only	\$ 825.00	\$643.50
8011-0139-04	Sterilizable Internal Handle, With Switch, 3.0" spoon, 10' cable; 100 - 120 volt (Domestic) only	\$ 825.00	\$643.50
8011-0139-05	Sterilizable Internal Handle, With Switch, 2.0" spoon, 10' cable; 100 - 120 volt (Domestic) only	\$ 825.00	\$643.50
8011-0140-01	Sterilizable Internal Handle, without Switch, 1.0" spoon	\$ 825.00	\$643.50
8011-0140-02	Sterilizable Internal Handle, without Switch, 1.6" spoon	\$ 825.00	\$643.50
8011-0140-03	Sterilizable Internal Handle, without Switch, 2.7" spoon	\$ 825.00	\$643.50
8011-0140-04	Sterilizable Internal Handle, without Switch, 3.0" spoon	\$ 825.00	\$643.50
8011-0140-05	Sterilizable Internal Handle, without Switch, 2.0" spoon	\$ 825.00	\$643.50

Battery and Charger Accessories

8000-0580-01	Six hour rechargeable SurePower Smart battery	\$ 495.00	\$386.10
8300-0500-01	SurePower 4 Bay Charging System including 4 Battery Charging adapters	\$ 2,583.00	\$2,014.74
8050-0030-01	SurePower 4 Bay Charging System (requires 8300-0250-01 to charge SurePower Battery)	\$ 2,275.00	\$1,774.50
8300-0250-01	SurePower Charger Adapter for Batteries	\$ 97.00	\$75.66
8300-0004	Replacement AC Power adapter / charger, 120 - 240 VAC, 50, 60 400 Hz	\$ 445.00	\$347.10
8000-0100	US Power Cord	\$ 60.00	\$46.80

Cases and Mount Accessories

8707-000501-01	Accessory carry case	\$ 445.00	\$347.10
8707-000500-01	USB Extension Cable	\$ 35.00	\$27.30

Training & Manual Accessories			
9652-000391-01	Waterproof Quick Reference Guide, English	\$ 26.00	\$20.28
9650-001355-01	Operator's Guide, X Series, English, Paper Format	\$ 26.00	\$20.28
9650-001356-01	Service Manual, X Series, English, Paper Format	\$ 26.00	\$20.28
9658-001355-01	Operator's Guide, X Series, English, CD ROM Format	\$ 26.00	\$20.28
8012-0206	12-Lead Simulator	\$ 1,065.00	\$830.70
8000-000901	ECG plain white paper - 80 mm (pack of 6 rolls)	\$ 24.00	\$18.72

Upgrades			
7777-000400-01	X Series Upgrade to add CO if already equipped with SpO2 - Factory Only	\$ 2,995.00	\$2,336.10
7777-000401-01	X Series Upgrade to add 2 Temp Channels - Factory Only	\$ 795.00	\$620.10



ADDENDUM
REQUEST FOR PROPOSAL
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

RFP No.: 9300 CEA0114

Addendum No: 1

Date of Addendum: November 5, 2012

This addendum is incorporating the following questions, answers, and clarifications into the above-referenced Request for Proposal.

1.0 The following questions were posed by one or more Vendors at the pre-proposal meeting held on November 1, 2012. Each question (Q) is followed by its answer (A).

- Q1. Since this solicitation was re-issued, will the Vendors have to resubmit all the documents?
A1. Yes, the Vendor must resubmit all required documents for this solicitation. The documents retained by the City from the previous solicitation will not be used as part of the new proposal response.

2.0 CLARIFICATIONS

- 2.1 A new Attachment A – Pricing Sheet has been included in the solicitation and entitled “REVISED Pricing Sheet.” Vendors shall use the REVISED Pricing Sheet to submit pricing responses.
- 2.2 In the case where an explanation is required for a particular line item, the Vendor shall include comments or notes in the column entitled “notes.” In Section A: Initial Purchase of Cardiac Monitors and Supplies, a new column entitled “proposed quantity” has been added. If supplies listed in this section are included in the overall price of the monitor, the Vendor shall provide a unit price for each additional supplies requirement beyond the initial 80, enter the new quantity in the “proposed quantity” column, and provide an explanation in the note section. For example, line item number 5 on the REVISED pricing sheet asks for unit pricing for 90 protective/storage cases (with shoulder strap). If 80 cases are already included in the initial price of the portable monitor-defibrillator, the Vendor would enter 10 in the proposed quantity column and enter the unit pricing for the 10 cases.
- 2.3 Attachment A – REVISED Pricing Sheet, Section D: Preventative Maintenance and Repair, Vendor shall indicate in the notes section whether the maintenance and repair services are provided on-site or are shipped to a facility to be serviced.
- 2.4 Hard copies of the screen shots of the responses to the Attachment B, Access Database do not need to be included in the original hard copy of the proposal. The response to Attachment B shall be provided on the flash drives included with the proposal.
- 2.5 Section 0600 – Proposal Preparation Instructions and Evaluation Factors, the following sections are hereby deleted from the RFP: 1.B – Part II – System Concept and Solution, 1.C – Part III – Program, Part 1.D – Part IV – Project Management Structure.
- 2.6 Vendor shall submit their proposal response in a format that follows the format outlined in the 0500 Scope of Work, Section 6.0 – Solicitation Requirements. For example, the Vendor’s response to Section 6.1.2 – FDA History shall be labeled “6.1.2 – FDA History” in the Vendor’s response.

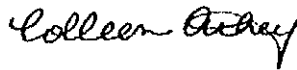
3.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

RETURN A SIGNED COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas *with your bid.*
Failure to do so may constitute grounds for rejection of your bid.

APPROVED BY:



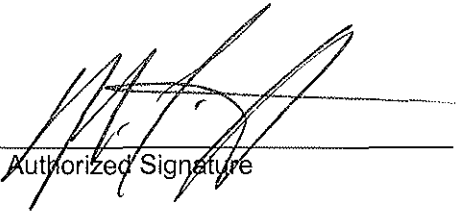
Colleen Athey, Senior Buyer
Purchasing Office

11/5/12

Date

ACKNOWLEDGED BY:

ZOLL Medical Corporation
Vendor Name


Authorized Signature

11/8/12

Date



ADDENDUM
REQUEST FOR PROPOSAL
PURCHASING OFFICE
CITY OF AUSTIN, TEXAS

RFP No.: 9300 CEA0114

Addendum No: 2

Date of Addendum: November 7, 2012

This addendum is incorporating the following questions, answers, and clarifications into the above-referenced Request for Proposal.

1.0 The following questions were either submitted in writing or by fax by one or more Vendors. Each question (Q) is followed by its answer (A).

- Q1. We have a question regarding Addendum #1 for RFP No. CEA0114. It states the following sections are hereby deleted from the RFP: Part II: System Concept & Solution, Part III: Program, and Part IV: Project Management Structure. It seems that by deleting these sections, most of the information originally requested in the RFP is no longer required.

The System Concept and Solution section required a response to the Scope of Work. The Program section also required a technical plan for accomplishing points related to the Scope of Work. By deleting parts II and III, it seems the Scope of Work section would also be deleted. We are concerned about deleting this section and want to make sure that is the City's intent before submitting our RFP. We want to make sure we have all required information in our RFP response.

The scope of work section, which would be deleted if parts II and III are deleted, involved FDA History. However, in the addendum, it gives the FDA History section as an example of how to number our proposal, which seems contradictory if this section is no longer required...

Please confirm which sections are no longer required in our RFP response.

- A1. The deleted sections referenced in the addendum are superseded by Section 6.0 of the Scope of Work, beginning on page 24. Responses must follow the structure outlined in that section. It is the Vendor's responsibility to review all documents contained within the solicitation and provide information and appropriate documentation in accordance with the information that is requested.


2.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURES affixed below, this Addendum is hereby incorporated into and made a part of the above-referenced Invitation for Bid.

RETURN A SIGNED COPY OF THIS ADDENDUM

to the Purchasing Office, City of Austin, Texas *with your bid*.
Failure to do so may constitute grounds for rejection of your bid.

APPROVED BY:

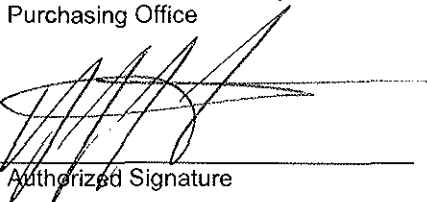


Colleen Athey, Senior Buyer
Purchasing Office

11/7/12
Date

ACKNOWLEDGED BY:

ZOLL Medical Corporation
Vendor Name



Authorized Signature

11/8/12
Date



TO: Veronica Lara, Director
Department of Small and Minority Business Resources

FROM: Colleen Athey, Senior Buyer
Purchasing Office

DATE: October 23, 2012

SUBJECT: Approval to use Zero Goals for Solicitation No. RFP CEA0114
Project Name: EMS Portable Monitor-Defibrillators
Commodity Code(s): 93856
Estimated Value: \$3,225,470 Annually

The Purchasing Office has determined that the following Goals are appropriate for this Commodity solicitation:

X No Goals (Goal of 0%)

This determination is based on the following reason:

This solicitation will be bid by and awarded to a prime contractor. No subcontracting opportunities have been identified.

Per paragraph 8.2.1 of the Rules Governing the Minority and Women Owned Business Enterprise Procurement Program, please approve the use of the above goals by completing and returning the below endorsement. If you have questions, please call me at 972-4012.

/ Approval is hereby granted to use the above Goals.

_____ Approval is hereby denied. Recommend the use of the following goals based on the below reasons:

a. Goals: _____ % MBE _____ % WBE

b. Subgoals: _____ % African American _____ % Hispanic

_____ % Native/Asian American _____ % WBE

This determination is based on the following reasons: This is an annual agreement for portable monitor-defibrillators for EMS. There are no subcontracting opportunities and zero certified MBE firms for this scope of work. This is a re-issue. Originally approved by SMBR on 9/11/12.

Veronica Lara, Director

Date: 10-25-12