



Amendment No. 11
of
Contract No. MA 5600 NS160000043
for
RescueNet & Billing Software Maintenance
between
Zoll Data Systems, Inc.
and the
City of Austin

- 1.0 The City hereby amends this Contract by adding 5 additional years and increasing Total Contract Amount by an additional \$1,213,000. Quote Q-05064 attached hereto.

10/01/2021 – 09/30/26 @ \$1,213,000

- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative Increase this term & all 4 options	\$26,177.00	\$115,345.00
Amendment No. 2: Two Administrative Increases Option 1 – Extension 10/01/2017 – 09/30/2018	\$118,970.00	\$234,315.00
Amendment No. 3: Change Invoice Address	\$0.00	\$234,315.00
Amendment No. 4: Administrative Increase (20 licenses)	\$31,200.00	\$265,515.00
Amendment No. 5: Two Administrative Increases Option 2 – Extension 10/01/2018 – 09/30/2019	\$145,345.00	\$410,860.00
Amendment No. 6: Date Correction	\$0.00	\$410,860.00
Amendment No. 7: Administrative Increase Option 3 – Extension 10/01/2019 – 09/30/2020	\$115,345.00	\$526,205.00
Amendment No. 8: Administrative Increase	\$51,320.64	\$577,525.64
Amendment No. 9: Option 4 – Extension 10/01/2020 – 09/30/2021	\$115,345.00	\$692,870.64
Amendment No. 10: Administrative Increase	\$61,000.00	\$753,870.64
Amendment No. 11: Adding 5 additional years 10/01/2021 – 09/30/2026	\$1,213,000.00	\$1,966,870.64

- 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: *Sandy King*

Date: 12/23/2020

Printed Name: *Sandy King*
Authorized Representative

Zoll Data Systems, Inc.
11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021
sking@zoll.com
303-801-1856

Signature: _____

Date: _____

Printed Name: Elisa Folco, Procurement Specialist IV
Authorized Representative

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767

Elisa
Folco

Digitally signed by
Elisa Folco
Date: 2021.02.04
14:31:59 -06'00'

Order Form

Order No.: **Q-05064**

THIS ORDER FORM (this "Order"), is made as of the date on which both parties have signed below (the "Effective Date") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021, accountsreceivable@zoll.com ("ZOLL") and Austin-Travis County EMS (the "Customer").

Bill To: Austin-Travis County EMS 15 Waller Street Austin, TX 78702 Email for Notices: kerri.lang@austintexas.gov	Ship To: Austin-Travis County EMS 15 Waller Street Austin, TX 78702
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Territory Manager: Nick Sortin

Offer Expires: 3/15/2021

ASP Services									
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Annual Fees	Monthly Fees	
HBPRO3	HL	RescueNet Billing Pro (Per Transport/Month)	6,546	\$2.24		\$2.24	\$175,956.48	\$14,663.04	

Professional Services									
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Extended Price	Annual Maintenance	
--	--	Payment Import (Time and Materials)	1	\$180.00 per hour	--	\$180.00 per hour	Hours times hourly rate	20% of fees for customization	

Comments:

	*BILLING PRO MONTHLY FEES:	\$14,663.04
	*BILLING PRO ANNUAL FEES:	\$175,956.48
	BILLING PRO TOTAL FEES FOR 60-MONTH TERM:	\$879,782.40
	ANNUAL MAINTENANCE FEES FOR RESCUENET BILLING:	\$61,977.00
	MAINTENANCE FEES FOR RESCUENET BILLING FOR 60-MONTH TERM:	\$309,885.00
	*ESTIMATED MAXIMUM PROFESSIONAL SERVICES FEES FOR PAYMENT IMPORT:	\$12,960.00
	*ESTIMATED MAXIMUM ANNUAL MAINTENANCE FEES FOR PAYMENT IMPORT:	\$2,592.00
	*ESTIMATED MAXIMUM ANNUAL MAINTENANCE FEES FOR APRIL 1, 2022 – MARCH 31, 2026 FOR PAYMENT IMPORT:	\$10,368.00
	TOTAL FEES FOR 60-MONTH TERM:	\$1,212,995.40
	CREDIT IF CUSTOMER SIGNS AGREEMENT BY MARCH 15, 2021:	(\$30,988.50)
	TOTAL FEES FOR 60-MONTH TERM WITH CREDIT:	\$1,182,006.90

Credit. If Customer signs and returns this Agreement prior to March 15, 2021 (the "Offer Expiration Date"), then Customer will receive a credit equal to \$30,988.50 that shall be applied to the first payments of Monthly Fees for the ASP Services hereunder. If Customer does not sign and return this Agreement to ZOLL by the Offer Expiration Date, then the offer set forth herein shall expire.

Professional Services Expenses. Customer will reimburse ZOLL for Expenses incurred by ZOLL in providing the Professional Services.

ASP Services Payment Terms. ZOLL will invoice Customer on March 1, 2021, which invoice will be payable no later than April 1, 2021 (the "Monthly Fees Commencement Date") for the Monthly Fees for the ASP Services listed above for the period commencing April 1, 2021 and ending April 30, 2021, and at the beginning of each calendar month during the Term for the Monthly Fee for the ASP Services listed above for each subsequent monthly period, increased or decreased as set forth in the Adjustments to Fees section below.

Payment Import Payment Terms. ZOLL will invoice Customer for the Professional Services Fees for the actual hours of Professional Services for the Payment Import upon the completion of such Professional Services at the hourly rate specified above, rounded up to the nearest 15-minute increment. The estimated total hours of such Professional Services is between 65 and 72. The estimated total Professional Services Fees for such Professional Services is between \$11,700.00 and \$12,960.00. These are estimates. Actual hours and fees may vary. ZOLL separately will invoice Customer for Expenses incurred by ZOLL in providing such Professional Services.

Term. Unless earlier terminated as set forth in the Agreement, (i) the initial term of this Order shall begin on the Monthly Fees Commencement Date and continue for 60 months after the Monthly Fees Commencement Date (the "Initial Term") and (ii) after the Initial Term, this Order automatically shall continue on a month-to-month basis until so terminated.

Early Termination Fee. Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Initial Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Total Fees for the 60-Month Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services set forth in this Order.

* **Adjustments to Fees.** Fees for the Payment Import are subject to adjustment as provided in the Payment Import Payment Terms section above. Fees for Billing Pro are subject to adjustment based on quantity as as specified below ("Qty"):

Product	Basis for Adjustment
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Billing Pro	Qty of transports (the "Transport Volume") listed in the line item above. ZOLL may conduct an audit of Transport Volume following the 12 th month after the Monthly Fees Commencement Date for Billing Pro and each anniversary of such date (a "Transport Audit"). Should actual Transport Volume (the "Actual Transport Volume") for the preceding 12-month period (the "Transport Audit Period") exceed 110% of the quantity of transports that was the basis for Monthly Fees in the Transport Audit Period multiplied by 12 (the "Estimated Transport Volume"), then ZOLL will invoice Customer for such excess multiplied by the per-transport price listed above (the "Per-Transport Price"). Should the Actual Transport Volume be less than the Estimated Transport Volume by more than 10% during the Transport Audit Period, then ZOLL will issue a credit in the amount of 10% of the Estimated Transport Volume multiplied by the Per-Transport Price. Future billings of the Monthly Fee will be adjusted based on the Actual Transport Volume as determined by the Transport Audit; <i>provided, that</i> the Monthly Fee shall not decrease by more than 10%.
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Maintenance Fees. Customer hereby elects Maintenance Services for the Initial Term with respect to Customer's existing forty (40) licenses in RescueNet Billing and for the period beginning April 1, 2022 and ending March 31, 2026 with respect to the Payment Import and will pay Maintenance Fees annually in advance in the amount indicated above, which amount will be adjusted as provided above with respect to Payment Import and will be included as a line item during the Initial Term in invoices issued in connection with this Order, subject to the Maintenance Services Addendum. Notwithstanding Section 1.1 of the Maintenance Services Addendum, Customer may not cancel Maintenance Services during the Initial Term.

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT <https://www.zolldata.com/legal>, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Agreement. By signing below, the parties agree to the terms and conditions of this Agreement. Once signed, any reproduction of this Agreement made by reliable means (for example, photocopy or facsimile) is considered an original and all Products and Services ordered and provided under this Agreement will be subject to it.

ZOLL Data Systems, Inc.

Authorized Signature:

Austin-Travis County EMS

Authorized Signature:

Name: Sandy King
Title: Director of Operational Accounting
Date: 12/23/2020

Name: _____
Title: Elisa Folco
Date: _____
Digitally signed by Elisa Folco
Date: 2021.02.04 14:32:24 -06'00'



Amendment No. 10
of
Contract No. MA 5600 NS160000043
for
RescueNet & Billing Software Maintenance
between
Zoll Data Systems, Inc.
and the
City of Austin

- 1.0 The City hereby amends this Contract by adding and additional \$61,000.00 to the Total Contract Amount.
- 2.0 The total Contract authorization is recapped below:

Term	Action Amount	Total Contract Amount
Initial Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative Increase this term & all 4 options	\$26,177.00	\$115,345.00
Amendment No. 2: Two Administrative Increases Option 1 – Extension 10/01/2017 - 09/30/2018	\$118,970.00	\$234,315.00
Amendment No. 3: Change Invoice Address	\$0.00	\$234,315.00
Amendment No. 4: Administrative Increase (20 licenses)	\$31,200.00	\$265,515.00
Amendment No. 5: Two Administrative Increases Option 2 – Extension 10/01/2018 – 09/30/2019	\$145,345.00	\$410,860.00
Amendment No. 6: Date Correction	\$0.00	\$410,860.00
Amendment No. 7: Administrative Increase Option 3 – Extension 10/01/2019 – 09/30/2020	\$115,345.00	\$526,205.00
Amendment No. 8: Administrative Increase	\$51,320.64	\$577,525.64
Amendment No. 9: Option 4 – Extension 10/01/2020 – 09/30/2021	\$115,345.00	\$692,870.64
Amendment No. 10: Administrative Increase	\$61,000.00	\$753,870.64

- 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.

DocuSigned by:
Sandy King
Signature: D1D2A604C6944D5
Date: 9/24/2020 | 09:34 PDT
Printed Name: Sandy King
Authorized Representative

Zoll Data Systems, Inc.
11802 Ridge Parkway, Suite 400
Broomfield, Colorado 80021
sking@zoll.com
303-801-1856

Digitally signed by
Elisa Folco
Signature: Elisa Folco
Date: 2020.09.24
Date: 11:46:56 -05'00'
Printed Name: Elisa Folco, Procurement Specialist IV
Authorized Representative

City of Austin
Purchasing Office
PO Box 1088
Austin, TX 78767



Amendment No. 9
to
Contract No. MA 5600 NS160000043
for
RescueNet & Billing Software Maintenance
between
Zoll Data Systems
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 01, 2020 through September 30, 2021. No options will remain.
- 2.0 The total contract amount is increased by \$115,345 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase this term & all 4 options	\$26,177.00	\$115,345.00
Amendment No. 2: Two Administrative increases Option 1 – Extension 10/01/2017 – 09/30/2018	\$118,970.00	\$234,315.00
Amendment No. 3: Change invoice address	\$0.00	\$234,315.00
Amendment No. 4: Administrative increase (20 licenses)	\$31,200.00	\$265,515.00
Amendment No. 5: Two Administrative increases Option 2 – Extension 10/01/2018 – 09/30/2019	\$145,345.00	\$410,860.00
Amendment No. 6: Date correction	\$0.00	\$410,860.00
Amendment No. 7: Administrative increase Option 3 – Extension 10/01/2019 – 09/30/2020	\$115,345.00	\$526,205.00
Amendment No. 8: Administrative Increase	\$51,320.64	\$577,525.64
Amendment No. 9: Option 4 – Extension 10/01/2020 – 09/30/2021	\$115,345.00	\$692,870.64

- 3.0 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.
- 4.0 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:

Sandy King 9/3/2020

Printed Name:

Authorized Representative

Sandy King

Zoll Data Systems, Inc.

11802 Ridge Parkway, Suite 400

Broomfield, Colorado 80021

sking@zoll.com

303-801-1856

Sign/Date:

Elisa Folco

Digitally signed by Elisa Folco
Date: 2020.09.09 13:36:41
+05'00'

Elisa Folco

Procurement Specialist

City of Austin Purchasing Office

124 West 8th Street

Austin, Texas 78701



Amendment No. 8
to
Contract No. MA 5600 NS160000043
for
RescueNet & Billing Software Maintenance
between
Zoll Data Systems
and the
City of Austin

- 1.0 The City hereby exercises an administrative increase.
- 2.0 The total contract amount is increased by \$51,320.64 by this administrative increase. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase this term & all 4 options 11/15/2016	\$26,177.00	\$115,345.00
Amendment No. 2: 2.1 Administrative increase 2.2 Administrative increase (1 of 4, see Amend. 1) 2.3 Option 1 – Extension 10/01/2017 – 09/30/2018	\$3,625.00 \$26,177.00 <u>\$89,168.00</u> \$118,970.00	\$234,315.00
Amendment No. 3: Change invoice address 11/20/2017	\$0.00	\$234,315.00
Amendment No. 4: Administrative increase (20 licenses) 02/01/2018	\$31,200.00	\$265,515.00
Amendment No. 5: 5.1 Administrative increase (2 of 4, see Amend. 1) 5.2 Administrative increase 5.3 Option 2 – Extension 10/01/2018 – 09/30/2019	\$26,177.00 \$30,000.00 <u>\$89,168.00</u> \$145,345.00	\$410,860.00
Amendment No. 6: Date correction 06/01/2018	\$0.00	\$410,860.00
Amendment No. 7: 7.1 Administrative increase (3 of 4, see Amend. 1) 7.2 Option 3 – Extension 10/01/2019 – 09/30/2020	\$26,177.00 <u>\$89,168.00</u> \$115,345.00	\$526,205.00
Amendment No. 8: Administrative increase	\$51,320.64	\$577,525.64

- 3.0 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.
- 4.0 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:

Sandy King

Printed Name:

Authorized Representative

Sandy King

Zoll Data Systems, Inc.

11802 Ridge Parkway, Suite 400

Broomfield, Colorado 80021

Sign/Date:

6/22/2020

Gil Zilkha

Procurement Specialist IV

City of Austin Purchasing Office

Communications and Technology Management

1124 S. IH 35, Suite 300

Austin, Texas 78704

Trial Period Order Form

Order No.: Q-05064

THIS TRIAL PERIOD ORDER FORM (this "Order") is made as of the date on which both parties have signed below (the "Effective Date") by and between ZOLL Data Systems, Inc., a Delaware corporation with offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021, accountsreceivable@zoll.com ("ZOLL") and Austin-Travis County EMS (the "Customer").

Bill To: Austin-Travis County EMS 15 Waller Street Austin, TX 78702 Email for Notices: kerri.lang@austintexas.gov	Ship To: Austin-Travis County EMS 15 Waller Street Austin, TX 78702
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Territory Manager: Nick Sortin

Offer Expires: 7/15/2020

ASP Services for Trial Period								
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Annual Fees	Monthly Fees
HBPRO3	HL	RescueNet Billing Pro (Per Transport/Month) -- Trial Period	6,546	\$2.24		\$2.24	-	\$14,663.04

Comments:

MONTHLY FEES: \$14,663.04

TOTAL FEES FOR THE TRIAL PERIOD TERM: \$51,320.64

ASP Services Payment Terms for Trial Period. Monthly Fees for the ASP Services listed above will commence on July 1, 2020 (the "Monthly Fees Commencement Date"). ZOLL will invoice Customer on the Effective Date and at the beginning of each calendar month during the Trial Period Term for the amount of the Monthly Fees for the ASP Services listed above. Monthly Fees are payable in advance for each month of ASP Services ("Monthly Service Period"), except for the first Monthly Service Period. Accordingly, the first invoice for Monthly Fees shall be for the amount of the Monthly Fee for the first Monthly Service Period and the Monthly Fee for the second Monthly Service Period. Each subsequent invoice shall be for the amount of the Monthly Fee.

Trial Period Term. Unless earlier terminated as set forth in the Agreement, the term of this Order shall begin on the Monthly Fees Commencement Date and expire on October 31, 2020 (the "Trial Period Term").

Early Termination Fee for Trial Period. Notwithstanding the Agreement, if this Order is terminated prior to the expiration of the Trial Period Term by ZOLL for a material default or by Customer without cause, then Customer immediately shall pay ZOLL an early termination fee equal the amount of (i) the Total Fees for the Trial Period Term minus (ii) the sum of Monthly Fees paid by Customer to ZOLL prior to the date of termination for the ASP Services set forth in this Order.

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS, AND APPLICABLE ADDENDA, AVAILABLE AT <https://www.zolldata.com/legal>, WHICH ARE INCORPORATED BY REFERENCE. BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES HAVING READ AND AGREES TO AND INTENDS TO BE BOUND BY THEM. HARD COPIES ARE AVAILABLE UPON REQUEST.

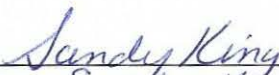
Each person signing below represents and warrants that she or he has the authority to bind the party for which he or she is signing to the terms of this Order. By signing below, the parties agree to the terms and conditions of this Order. Once signed, any reproduction of this Order made by reliable means (for example, photocopy or facsimile) is considered an original.

ZOLL Data Systems, Inc.

Authorized Signature:

Austin-Travis County EMS

Authorized Signature:


 Name: Sandy King
 Title: Director of Operational Accounting
 Date: 6/22/2020

Name: _____
 Title: _____
 Date: _____



Amendment No. 7
to
Contract No. MA 5600 NS160000043
for
RescueNet & Billing Software Maintenance
between
Zoll Data Systems
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject contract. This extension option will be effective October 01, 2019 through September 30, 2020. One option will remain.
- 2.0 The total contract amount is increased by \$115,345 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase this term & all 4 options 11/15/2016	\$26,177.00	\$115,345.00
Amendment No. 2: 2.1 Administrative increase 2.2 Administrative increase (1 of 4, see Amend. 1) 2.3 Option 1 – Extension 10/01/2017 – 09/30/2018	\$3,625.00 \$26,177.00 <u>\$89,168.00</u> \$118,970.00	\$234,315.00
Amendment No. 3: Change invoice address 11/20/2017	\$0.00	\$234,315.00
Amendment No. 4: Administrative increase (20 licenses) 02/01/2018	\$31,200.00	\$265,515.00
Amendment No. 5: 5.1 Administrative increase (2 of 4, see Amend. 1) 5.2 Administrative increase 5.3 Option 2 – Extension 10/01/2018 – 09/30/2019	\$26,177.00 \$30,000.00 <u>\$89,168.00</u> \$145,345.00	\$410,860.00
Amendment No. 6: Date correction 06/01/2018	\$0.00	\$410,860.00
Amendment No. 7: 7.1 Administrative increase (3 of 4, see Amend. 1) 7.2 Option 3 – Extension 10/01/2019 – 09/30/2020	\$26,177.00 <u>\$89,168.00</u> \$115,345.00	\$526,205.00

- 3.0 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.
- 4.0 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:

Sandy King

Printed Name:

Sandy King

Authorized Representative

Zoll Data Systems, Inc.

11802 Ridge Parkway, Suite 400

Broomfield, Colorado 80021

sking@zoll.com

303-801-1856

Sign/Date:

Jim Howard
10/19/19

Jim Howard

Procurement Manager

Austin Energy Purchasing Office

721 Barton Springs Road

Austin, Texas 78704



Amendment No. 6
to
Contract No. NS160000043
for
Maintenance for RescueNet and RescueNet Billing Software
between
Zoll Data Systems
and the
City of Austin, Texas

1.0 The City hereby exercises the extends this contract, without additional authority, until September 30, 2019. Two Options remain.

2.0 Effective date of this change is June 1, 2018.

Term	Contract Amount for the Term	Total Contract
Basic Term: 10/01/2016 - 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase of \$26,177 for the original term and \$26,177 each four 12-month remaining extension options 12/27/2015 – 12/26/2016	\$26,177.00	\$115,345.00
Amendment No. 2 -Administrative increase for additional work NTE: Onetime fee of \$3,025 and \$600 for each	\$3,625.00	\$118,370.00
Amendment No. 2 – Option 1 10/01/2017 - 09/30/2017	\$115,945.00	\$234,315.00
Amendment No. 3 – Change of invoice address	\$0.00	\$234,315.00
Amendment No. 4 - Administrative increase in the amount of	\$31,200.00	\$265,515.00
Amendment No. 5 – Option 2 in the amount of \$89,168, Billing application administrative increase of \$26,177 for Billing Application, and One time administrative increase of \$30,000 06/01/2018 - 05/31/2019	\$145,345.00	\$410,860.00
Amendment No. 6— No additional authority extension . 05/31/2019-09/30/2019	0	\$410,860.00

4.0 MBE/WBE goals do not apply to this contract.

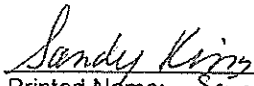
Revised 8/4/2014

5.0 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.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature and Date


Printed Name: Sandy King

Signature and Date


James T. Howard, Procurement Manager IT
City of Austin Purchasing Office

Zoll Data Systems, Inc.
11802 Ridge Parkway, Suite 400
Broomfield, CO 80021



Amendment No. 5
to
Contract No. NS160000043
for
Maintenance for RescueNet and RescueNet Billing Software
between
Zoll Data Systems
and the
City of Austin, Texas

- 1.0 The City hereby exercises the extension option for the above-referenced contract Effective June 1, 2018, the term for the extension option will be June 1, 2018 through May 31, 2019.
- 2.0 The City hereby exercise administrative increase to the above referenced contract in the amount of \$30,200.00.
- 3.0 Effective date of this change is June 1, 2018.

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase of \$26,177 for the original term and \$26,177 each four 12-month remaining extension options 12/27/2015 – 12/26/2016	\$26,177.00	\$115,345.00
Amendment No. 2 –Administrative increase for additional work NTE: Onetime fee of \$3,025 and \$600 for each	\$3,625.00	\$118,370.00
Amendment No. 2 – Option 1 10/01/2017 – 09/30/2017	\$115,945.00	\$234,315.00
Amendment No. 3 – Change of invoice address	\$0.00	\$234,315.00
Amendment No. 4 – Administrative increase in the amount of \$31,200.00	\$31,200.00	\$265,515.00
Amendment No. 5 – Option 2 in the amount of \$89,168, Billing application administrative increase of \$26,177 for Billing Application, and One time administrative increase of \$30,000 06/01/2018 – 05/31/2019	\$145,345.00	\$410,860.00

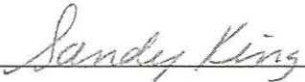
- 4.0 MBE/WBE goals do not apply to this contract.

5.0 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.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Sandy King
Authorized Representative
Accounting Operations Manager

Zoll Data Systems, Inc.
11802 Ridge Parkway, Suite 400
Broomfield, CO 80021

Signature & Date:

 6/13/18

Sai Xoomsai Purcell, Procurement Specialist IV
City of Austin Purchasing Office



Amendment No. 4
to
Contract No. NS160000043
for
Maintenance for RescueNet and RescueNet Billing Software
between
Zoll Data Systems
and the
City of Austin, Texas

- 1.0 The City hereby exercises and administrative increase to the above referenced contract in the amount of \$31,200.00 for 20 RescueNet Billing Licenses.

Software Licenses								
Item	Lic. Type	Description	Qty	List Price	Disc	Adj. Price	Extended Price	Annual Maintenance
SAP	CUL	RescueNet Billing Professional User	20	\$7,600.00	35.998	\$4,999.95	\$99,999.00	\$31,200.00

- 2.0 Effective date of this change is 02/01/2018.

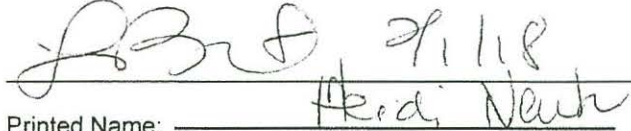
Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase of \$26,177 for the original term and \$26,177 each four 12-month remaining extension options 12/27/2015 – 12/26/2016	\$26,177.00	\$115,345.00
Amendment No. 2 –Administrative increase for additional work NTE: Onetime fee of \$3,025 and \$600 for each	\$3,025.00	\$118,370.00
Amendment No. 2 – Option 1 10/01/2017 – 09/30/2017	\$115,945.00	\$234,315.00
Amendment No. 3 – Change of invoice address	\$0.00	\$234,315.00
Amendment No. 4 – Administrative increase in the amount of \$31,200.00	\$31,200.00	\$265,515.00

- 3.0 MBE/WBE goals do not apply to 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.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Revised 8/4/2014

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

 2/1/18
Heidi New

Printed Name: _____
Authorized Representative

Zoll Data Systems, Inc.
11802 Ridge Parkway, Suite 400
Broomfield, CO 80021

Signature & Date:

 2/1/18
Sai Xoomsai Purcell, Procurement Specialist IV
City of Austin Purchasing Office



Amendment No. 3
to
Contract No. NS160000043
for
Maintenance for RescueNet and RescueNet Billing Software
between
Zoll Data Systems
and the
City of Austin, Texas

- 1.0 The above referenced contract is hereby amended to change the invoice address to the following:

	City of Austin
Department	Emergency Medical Services
Attn:	Account Payable
Address	P.O. Box 1088
City, State, Zip Code	Austin, TX 78767

- 2.0 Effective date of this change is 11/14/2017.

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase of \$26,177 for the original term and \$26,177 each four 12-month remaining extension options 12/27/2015 – 12/26/2016	\$26,177.00	\$115,345.00
Amendment No. 2 –Administrative increase for additional work NTE: Onetime fee of \$3,025 and \$600 for each	\$3,025.00	\$118,370.00
Amendment No. 2 – Option 1 10/01/2017 – 09/30/2017	\$115,945.00	\$234,315.00

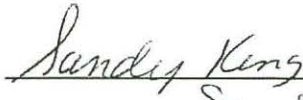
- 3.0 MBE/WBE goals do not apply to this contract.

Revised 8/4/2014

- 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.
- 6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



Printed Name: Sandy King
Authorized Representative

Signature & Date:

 11/20/17

Sai Xoomsai Purcell, Procurement Specialist IV
City of Austin Purchasing Office

Zoll Data Systems, Inc.
11802 Ridge Parkway, Suite 400
Broomfield, CO 80021



Amendment No. 2
to
Contract No. NS160000043
for
Maintenance for RescueNet and RescueNet Billing Software
between
Zoll Data Systems
and the
City of Austin, Texas

- 1.0 The City hereby exercises the extension option for the above-referenced contract. Effective October 1, 2017, the term for the extension option will be October 1, 2017 through September 30, 2018 and there are three remaining options.
- 2.0 The City hereby amends the contract to add additional work, patient invoice – single trip, to export single trip data electronically to be sent to an outside service, in an onetime fee of \$3,025 and \$600 for each extension option. Effective August 2, 2017.
- 3.0 The total contract amount is increased by \$3,025 for the additional work and \$89,168 for the first extension option period in the combined amount of \$92,193. The remaining extension options will be at \$115,945 each. The total contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase of \$26,177 for the original tem and \$26,177 each four 12-month remaining extension options 12/27/2015 – 12/26/2016	\$26,177.00	\$115,345.00
Amendment No. 2 –Administrative increase for additional work NTE: Onetime fee of \$3,025 and \$600 for each	\$3,025.00	\$118,370.00
Amendment No. 2 – Option 1 10/01/2017 – 09/30/2017	\$115,945.00	\$234,315.00

4.0 MBE/WBE goals do not apply to this contract.

5.0 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.

6.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Sandy King 8/9/17

Printed Name: Sandy King
Authorized Representative

Signature & Date:

Sai Xoomsai Purcell 8/10/17

Sai Xoomsai Purcell, Procurement Specialist/IV
City of Austin Purchasing Office

Zoll Data Systems, Inc.
11802 Ridge Parkway, Suite 400
Broomfield, CO 80021



Amendment No. 1
to
Contract No. NS160000043
for
Maintenance for RescueNet and RescueNet
Billing Software
between
Zoll Data Systems
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to increase available funding to include the billing software support annual costs per attached Exhibit A in an amount not to exceed \$26,177 for the original contract term, with four 12-month extension options in an amount not to exceed \$26,177 per option effective 11/15/2016.

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 10/01/2016 – 09/30/2017	\$89,168.00	\$89,168.00
Amendment No. 1: Administrative increase of \$26,177 for the original term and \$26,177 each four 12-month remaining extension options 12/27/2015 – 12/26/2016	\$26,177.00	\$115,345.00

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 SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Sandy King 11/15/16

Printed Name: Sandy King
Authorized Representative Accounting Operations Manager

Zoll Data System
12202 Airport Way Ste 300
Broomfield, CO 80021-2759

Signature & Date:

Sai Xoomsai Purcell 11/22/16

Sai Xoomsai Purcell, Senior Buyer Specialist
City of Austin Purchasing Office



Customer Number: 147186
 Contract Number: 185251
 Austin-Travis County EMS
 15 Waller St
 Austin, TX 78702

RE: Austin-Travis County EMS – RescueNet TabletPCR Maintenance quote

Dear Patrick:

Per your request, the information below is to serve as a quote for the annual maintenance for the RescueNet System at Austin, TX.

Period Covered: 10/01/16 - 09/30/17

Product Covered: ePCR

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00
NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

SUBTOTAL \$ 89,168.00 *

Product Covered: Billing

3 ECM Single	\$ 175.98
Billing Form(s)	\$ 0.00
19 RescueNet Billing Professional Users	\$ 21,736.00
RescueNet Billing Professional User	\$ 1,300.00
Additional Company	\$ 0.00
Additional Company	\$ 159.00
Professional Reports/Crystal Interface	\$ 924.00
Security Module	\$ 792.02
Custom Interface (Time & Materials)	\$ 440.00
Custom Report	\$ 50.00
Image Viewer for Scanned Documents	\$ 600.00

SUBTOTAL \$ 26,177.00 *

TOTAL \$ 115,345.00 *

Period Covered: 10/01/17 - 09/30/18

Product Covered: ePCR

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00
NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

SUBTOTAL \$ 89,168.00 *

Product Covered: Billing

3 ECM Single	\$ 175.98
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19 RescueNet Billing Professional Users	\$ 21,736.00
RescueNet Billing Professional User	\$ 1,300.00
Additional Company	\$ 0.00
Additional Company	\$ 159.00



Professional Reports/Crystal Interface	\$ 924.00
Security Module	\$ 792.02
Custom Interface (Time & Materials)	\$ 440.00
Custom Report	\$ 50.00
Image Viewer for Scanned Documents	\$ 600.00

SUBTOTAL \$ 26,177.00 *

TOTAL \$ 115,345.00 *

Period Covered: 10/01/18 - 09/30/19

Product Covered: ePCR

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00
NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

SUBTOTAL \$ 89,168.00 *

Product Covered: Billing

3 ECM Single	\$ 175.98
Billing Form(s)	\$ 0.00
19 RescueNet Billing Professional Users	\$ 21,736.00
RescueNet Billing Professional User	\$ 1,300.00
Additional Company	\$ 0.00
Additional Company	\$ 159.00
Professional Reports/Crystal Interface	\$ 924.00
Security Module	\$ 792.02
Custom Interface (Time & Materials)	\$ 440.00
Custom Report	\$ 50.00
Image Viewer for Scanned Documents	\$ 600.00

SUBTOTAL \$ 26,177.00 *

TOTAL \$ 115,345.00 *

Period Covered: 10/01/19 - 09/30/20

Product Covered: ePCR

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00
NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

SUBTOTAL \$ 89,168.00 *

Product Covered: Billing

3 ECM Single	\$ 175.98
Billing Form(s)	\$ 0.00
19 RescueNet Billing Professional Users	\$ 21,736.00
RescueNet Billing Professional User	\$ 1,300.00
Additional Company	\$ 0.00
Additional Company	\$ 159.00
Professional Reports/Crystal Interface	\$ 924.00
Security Module	\$ 792.02
Custom Interface (Time & Materials)	\$ 440.00
Custom Report	\$ 50.00





Image Viewer for Scanned Documents

\$ 600.00

SUBTOTAL

\$ 26,177.00 *

TOTAL

\$ 115,345.00 *

Period Covered: 10/01/20 - 09/30/21Product Covered: ePCR

TabletPCR State Extract

\$ 1,300.00

TabletPCR Base System

\$ 400.00

85 TabletPCR Mobile Licenses

\$ 51,000.00

53 TabletPCR Network Licenses

\$ 31,800.00

TabletPCR Fax Server

\$ 700.00

NEMSIS Extract

\$ 0.00

TabletPCR to TriTech Interface

\$ 3,368.00

Batch PDF for TabletPCR

\$ 600.00

SUBTOTAL

\$ 89,168.00 *

Product Covered: Billing

3 ECM Single

\$ 175.98

Billing Form(s)

\$ 0.00

19 RescueNet Billing Professional Users

\$ 21,736.00

RescueNet Billing Professional User

\$ 1,300.00

Additional Company

\$ 0.00

Additional Company

\$ 159.00

Professional Reports/Crystal Interface

\$ 924.00

Security Module

\$ 792.02

Custom Interface (Time & Materials)

\$ 440.00

Custom Report

\$ 50.00

Image Viewer for Scanned Documents

\$ 600.00

SUBTOTAL

\$ 26,177.00 *

TOTAL

\$ 115,345.00 *

5 Year Grand Total

\$ 576,725.00 *

*Per company policy, we bill 30 days prior to the beginning of the maintenance period. We will continue to bill on an ongoing basis, unless you choose to cancel maintenance in its entirety. If you have any questions, please do not hesitate to contact us directly.

*This quote does not include any sales tax. Applicable sales tax will be charged additionally.

*Maintenance will increase if additional software is purchased.

Sincerely,

Sandy King
Accounting Operations Manager
ZOLL Data Systems, Inc
11802 Ridge Parkway
Suite 400
Broomfield, CO 80021



**AMENDMENT NO. 3 TO APPLICATION SERVICE PROVIDER AGREEMENT
BETWEEN
THE CITY OF NEW ORLEANS
AND
ZOLL DATA SYSTEMS, INC.**

THIS AMENDMENT is entered by and between the City of New Orleans, represented by Mitchell J. Landrieu, Mayor, ("City") and Zoll Data Systems, Inc., herein represented by Alexander Moghadam, its President ("Zoll"). The City and Zoll may collectively be referred to herein as the "Parties." This Amendment is effective as of October 16, 2016 (the "Effective Date").

WHEREAS, the City and Zoll initially entered into that certain Application Service Provider Agreement on October 16, 2013 for the provision of RescueNet Crew Scheduler software and related services ("Agreement");

WHEREAS, the Parties previously extended the Agreement on two separate occasions, effective October 16, 2014 and October 16, 2015, respectively, to provide for the continuity of services thereunder;

WHEREAS, the Parties now desire to further extend the term of the Agreement, as amended, to facilitate the continued provisions of services set forth thereunder, and each has the necessary authority to do so.

NOW THEREFORE, the City and Zoll, for the consideration and under the terms and conditions set forth in the Agreement, as amended, and under the terms and conditions set forth herein, do hereby agree as follows:

1. **Term**. The term of the Agreement, as amended, is hereby extended for an additional one (1) year, to October 16, 2017.
2. **Compensation**. The maximum amount payable to Zoll pursuant to this Amendment is FOURTEEN THOUSAND EIGHT HUNDRED FIFTY AND NO/100 (\$14,850.00) DOLLARS.
3. **Convicted Felon Statement**. Zoll swears that it complies with City Code § 2-8(c). No Zoll principal, member, or officer has, within the preceding five years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.
4. **Non-Solicitation Statement**. Zoll swears that it has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Amendment. Zoll has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Amendment.



City of Austin

Purchasing Office, Financial Services Department

P.O. Box 1088, Austin, TX 78767

07/14/2016

The Austin City Council approved the execution of a contract with your company for Maintenance for RescueNet and RescueNet Billing Software in accordance with the referenced solicitation.

Responsible Department:	EMS
Department Contact Person:	William Alderete
Department Contact Email Address:	William.Alderete@austintexas.gov
Department Contact Telephone:	512-978-0485
Project Name:	Maintenance for RescueNet and RescueNet Billing Software
Contractor Name:	ZOLL DATA SYSTEMS
Contract Number:	NS160000043
Contract Period:	10/01/2016 – 09/30/2017
Dollar Amount	\$89,168.00
Extension Options:	4 12-month options/\$89,168.00 each
Requisition Number:	16032400344
Solicitation Type & Number:	Sole Source
Agenda Item Number:	53
Council Approval Date:	06/23/2016

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.

Sincerely,

Sai Xoomsai Purcell
Senior Buyer Specialist
City of Austin
Purchasing Office

**CONTRACT BETWEEN THE CITY OF AUSTIN
AND
ZOLL DATA SYSTEMS, INC.
For**

**SOFTWARE MAINTENANCE AND SUPPORT OF THE RESCUENET ELECTRONIC PATIENT CARE REPORT
& BILLING SOLUTIONS**

CONTRACT NUMBER: MA 5600 NS160000043

This Contract is made by and between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Zoll Data Systems, Inc. ("Contractor"), having offices at 11802 Ridge Parkway, Suite 400, Broomfield, CO 80021.

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Sandy King, Phone: 303-801-1856, Email Address: sking@zoll.com. The City's Contract Manager for the engagement shall be William Alderete, Phone: (512) 978-0485, Email Address: William.Alderete@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely provide all deliverables described herein 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.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$89,168 for the initial 12 month term, and amounts not-to-exceed \$89,168 for option 1, \$89,168 for option 2, \$89,168 for option 3 and \$89,168 for option 4, for a total Contract amount not-to-exceed \$445,840 for all fees and expenses.

Term	Amount \$
10/01/16 - 09/30/17	\$ 89,168.00
10/01/17 - 09/30/18	\$ 89,168.00
10/01/18 - 09/30/19	\$ 89,168.00
10/01/19 - 09/30/20	\$ 89,168.00
10/01/20 - 09/30/21	\$ 89,168.00
	\$ 445,840.00

3.2 **Invoices.**

3.2.1 **Invoices shall contain 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. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Communication Technology Management (CTM)
Attention	Accounts Payable
Email Address	CTMAPIInvoices@austintexas.gov

3.2.2 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.

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 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.

3.3 **Payment.**

3.3.1 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.

3.3.2 **If payment is not timely made, (per this paragraph), 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.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 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;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 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;

3.3.3.5 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;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 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.

3.3.5 Payment will be made by check 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 transfer of funds.

3.4 **Non-Appropriation.** 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.

3.5 **Reimbursable Expenses.** Expenses incurred directly in support of completing the work set forth in this Contract are reimbursable to the Contractor within the Contract amount.

3.5.1 **Administrative.** The Contractor will be reimbursed for selected administrative expenses incurred directly in support of executing this Contract. Reimbursable administrative expenses include actual charges for long distance telephone calls, facsimile transmissions, reproduction, printing and binding, postage, express delivery and report processing.

3.5.2 **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 Contract will be reviewed against the City's Travel Policy and the current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<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 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 Regulation.

3.6 **Final Payment and Close-Out.**

3.6.1 The making and acceptance of final payment will constitute:

3.6.1.1 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

3.6.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall be in effect on October 01, 2016 ("Effective Date") and shall remain in effect for an initial term of 12 months and may be extended thereafter for up to 4 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **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.

4.3 **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 the "Right to Assurance paragraph herein, (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 Contractor to the City.

4.4 **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.

4.5 **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.

4.6 **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.

SECTION 5. OTHER DELIVERABLES

5.1 Equal Opportunity.

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Exhibit E. 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.

5.1.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.2 **Interested Parties Disclosure.** As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the Offeror. Link to Texas Ethics Commission Form 1295 process and procedures below:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

5.3 **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 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.

5.4 **Delays.**

5.4.1 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 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 herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 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.

5.5 **Ownership And Use Of Deliverables.** Except as provided in the attached end user agreement, the City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **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.

5.5.2 **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 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.

5.5.3 **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 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 herein.

5.6 **Rights to Proposal and Contractual Material.** Except as provided in the attached end user agreement, 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.

5.7 **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.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 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.

6.1.2 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.

6.1.3 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.

6.2 **Warranty – Services.** The Contractor warrants and represents that all services to be provided to 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.

6.2.1 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.

6.2.2 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 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 of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 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.

SECTION 7. MISCELLANEOUS

7.1 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.1.1 disposal of major assets;

7.1.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.1.3 any significant termination or addition of provider contracts;

7.1.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.1.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.1.6 reorganization, reduction and/or relocation in key personnel;

7.1.7 known or anticipated sale, merger, or acquisition;

7.1.8 known, planned or anticipated stock sales;

7.1.9 any litigation against the Contractor; or

7.1.10 significant change in market share or product focus.

7.2 **Right To Audit.**

7.2.1 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.

7.2.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.3 **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.

7.4 **Indemnity.**

7.4.1 Definitions:

7.4.1.1 "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:

7.4.1.1.1 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;

7.4.1.1.2 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),

7.4.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.4.2 **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.

7.5 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, 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.

7.6 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 City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Elisa, Corporate Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Zoll Data Systems, Inc.

ATTN: Sandy King, Contract Manager

11802 Ridge Parkway, Suite 400

Broomfield, CO 80021

7.7 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 Contract, 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.

7.8 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.

7.9 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.

7.10 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 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

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.

7.11 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.

7.12 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.

7.13 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.

7.14 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.

7.15 Modifications. The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.16 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.

7.17 Dispute Resolution.

7.17.1 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.

7.17.2 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.

7.18 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.

7.19 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.

7.20 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.

7.21 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.

7.22 Non-Suspension or Debarment Certification. 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.

7.23 Incorporation of Documents. Section 0100, Standard Purchase Definitions, is hereby incorporated into this Contract by reference, with the same force and effect as if they were incorporated in full text. The full text versions of this Section are available, on the Internet at the following online address:

https://assets.austintexas.gov/purchase/downloads/standard_purchase_definitions.pdf

7.24 **Order of Precedence.** The Contract includes, without limitation, the Solicitation, the Offer submitted in response to the Solicitation, the Contract award, the Standard Purchase Terms and Conditions, Supplemental Terms and Conditions if any, Specifications, and any addenda and amendments thereto. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.24.1 any exceptions to the Offer accepted in writing by the City;

7.24.2 the Supplemental Purchase Terms and Conditions;

7.24.3 the Standard Purchase Terms and Conditions;

7.24.4 the Offer and exhibits; within the Offer, drawings (figured dimensions shall govern over scaled dimensions) will take precedence over specifications or scope of work.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

ZOLL DATA SYSTEMS, INC.

By: Sandy King
Signature

Name: Sandy King
Printed Name

Title: Accounting Operations Manager

Date: 6/27/16

CITY OF AUSTIN

By: Elisa Folco
Signature

Name: Elisa Folco
Printed Name

Title: Corporate Contract Administrator

Date: 7/12/16

List of Exhibits

Exhibit A	Pricing Agreement
Exhibit B	Software Maintenance Agreement
Exhibit C	End User License Agreement
Exhibit D	Service Level Agreement
Exhibit E	Non Discrimination Certification
Exhibit F	Non-Suspension or Debarment Certification

EXHIBIT A
Pricing Agreement



Date: 6/08/16
Customer Number: 147186
Contract Number: 185251
Austin-Travis County EMS
15 Waller St
Austin, TX 78702

RE: Austin-Travis County EMS – RescueNet TabletPCR Maintenance quote

Dear Patrick:

Per your request, the information below is to serve as a quote for the annual maintenance for the RescueNet System at Austin, TX.

Period Covered: 10/01/16 - 09/30/17

Product Covered:

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00
NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

TOTAL \$ 89,168.00 *

Period Covered: 10/01/17 - 09/30/18

Product Covered:

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00
NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

TOTAL \$ 89,168.00 *

Period Covered: 10/01/18 - 09/30/19

Product Covered:

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00

11802 Ridge Parkway, Suite 400
Broomfield, CO 80021 USA
Tel: (303) 801-0000
Fax: (303) 801-0001
www.zolldata.com





NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

TOTAL	\$ 89,168.00 *
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Period Covered: 10/01/19 - 09/30/20

Product Covered:

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00
NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

TOTAL	\$ 89,168.00 *
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Period Covered: 10/01/20 - 09/30/21

Product Covered:

TabletPCR State Extract	\$ 1,300.00
TabletPCR Base System	\$ 400.00
85 TabletPCR Mobile Licenses	\$ 51,000.00
53 TabletPCR Network Licenses	\$ 31,800.00
TabletPCR Fax Server	\$ 700.00
NEMSIS Extract	\$ 0.00
TabletPCR to TriTech Interface	\$ 3,368.00
Batch PDF for TabletPCR	\$ 600.00

TOTAL	\$ 89,168.00 *
Grand Total	\$ 445,840.00

*Per company policy, we bill 30 days prior to the beginning of the maintenance period. We will continue to bill on an ongoing basis, unless you choose to cancel maintenance in its entirety. If you have any questions, please do not hesitate to contact us directly.

*This quote does not include any sales tax. Applicable sales tax will be charged additionally.

*Maintenance will increase if additional software is purchased.

Sincerely,

Sandy King
Accounting Operations Manager
ZOLL Data Systems, Inc
11802 Ridge Parkway
Suite 400
Broomfield, CO 80021

11802 Ridge Parkway, Suite 400
Broomfield, CO 80021 USA
Tel: (303) 801-0000
Fax: (303) 801-0001
www.zolldata.com



EXHIBIT B
Software Maintenance Agreement

ZOLL Data Systems, Inc.

SOFTWARE MAINTENANCE AGREEMENT

This **SOFTWARE MAINTENANCE AGREEMENT** ("Maintenance Agreement") is entered into between ZOLL DATA SYSTEMS, INC. ("ZDS") and the entity listed below ("Customer") as of the Effective Date set forth below. Any capitalized terms in this Maintenance Agreement will have the meanings given to them in this Maintenance Agreement and in the Master Software License Agreement entered into between ZDS and Customer as of May 23rd, 2008 ("MSLA").

Sales Order #:	2907
Effective Date:	October 1 st , 2016
Customer:	Austin Travis County EMS

Customer desires to receive Maintenance Services under this Maintenance Agreement for the following Software licensed by Customer under the MSLA (each, a "Supported Program"):

PRODUCT	QUANTITY	UNIT LIST PRICE AT TIME OF PRODUCT PURCHASE	MAINTENANCE UNIT PRICE	MAINTENANCE EXTENDED PRICE
TabletPCR State Extract	1	\$6,500.00	\$1,300.00	\$1,300.00
TabletPCR Base System	1	\$2,000.00	\$400.00	\$400.00
TabletPCR Mobile Licenses	85	\$3,000.00	\$600.00	\$51,000.00
TabletPCR Network Licenses	53	\$3,000.00	\$600.00	\$31,800.00
TabletPCR Fax Server	1	\$3,500.00	\$700.00	\$700.00
NEMESIS Extract	1	\$0	\$0	\$0
TabletPCR to TriTech Interface	1	\$16,840.00	\$3,368.00	\$3,368.00
Batch PDF Extract for TabletPCR	1	3000.00	600.00	600.00
TOTAL:				\$89,168.00

This Maintenance Agreement consists of, and all references to this "Maintenance Agreement" will include, this page and the attached Terms and Conditions, each of which is incorporated into and made a part of this Maintenance Agreement. This Maintenance Agreement will apply and supersede the terms of the MSLA with respect to all Maintenance Services provided under the MSLA. This Maintenance Agreement and portions of the MSLA referenced herein constitute the entire agreement between the parties regarding the subject hereof and together supersede all prior agreements, understandings, and communication, whether written or oral. This Maintenance Agreement will not be modified except by a subsequently dated written amendment signed by authorized representatives of each party. Under no circumstances will the preprinted terms of any purchase order, confirmation or other document (whether or not signed by the parties) apply to this Maintenance Agreement.

All notices, consents and approvals under this Maintenance Agreement must be delivered in writing by courier, facsimile (fax), or certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on this page, and will be effective upon receipt or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving notice of the new address to the other party.

This Maintenance Agreement may be executed in counterparts (including by facsimile), each of which will be deemed to be an original and such counterparts together will constitute one and the same agreement.

By signing below Customer accepts and agrees to be legally bound by the terms of this Maintenance Agreement as of the Effective Date.

FOR ZDS: ZOLL Data Systems, Inc.
Signature: _____
Name: Sandy King
Title: Accounting Operations Manager
Date: 3/15/2016

FOR CUSTOMER: Austin Travis County EMS
Signature: _____
Name: _____
Title: _____
Date: _____

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TERMS AND CONDITIONS

1. **DEFINITIONS.** Capitalized terms used in this Maintenance Agreement will have the meanings set forth in this Section 1. Capitalized terms not defined in this Section 1 will have the meanings set forth in the MSLA. All other capitalized terms will be as defined in this Maintenance Agreement.

1.1. "Critical Error" means any Error that prevents Customer from accessing and using the Supported Program for a purpose for which the Customer has a then-immediate need and for which there is no reasonable workaround. By way of example, a Critical Error would include a situation in which all users are unable to login to the RescueNet Dispatch system, but not a situation in which only certain users are unable to login to the RescueNet Dispatch system and there is an acceptable workaround available by logging in under an unaffected user account.

1.2. "Designated Interface" means the contact person or group designated by Customer and agreed to by ZDS who will coordinate all Maintenance Services requested by Customer.

1.3. "Error" means a reproducible defect in the Supported Program when operated on a Supported Environment, which causes the Supported Program not to operate substantially in accordance with the Documentation.

1.4. "Major Update" means any Update designated by a change in the numeral in the version number of the Software immediately to the right of the decimal point (e.g., 4.0, 4.1, 4.2) or immediately to the left of the decimal point (e.g., 4.0, 5.0, 6.0).

1.5. "Resolution" means a modification, correction, release or workaround to a Supported Program (or the Documentation for a Supported Program), or other information provided by ZDS to Customer intended to resolve an Error.

1.6. "Emergency Hours" means 24 hours a day, 7 days a week.

1.7. "Business Hours" means 6 am to 6 pm (Mountain Time), Monday through Friday, excluding ZDS holidays.

1.8. "Supported Environment" means a hardware, software and telecommunications operating environment designated by ZDS for use with the Supported Program.

1.9. "Telephone Support" means the following, provided by ZDS via a telephone number designated by ZDS for Maintenance Services: (a) clarification of functions and features of the Supported Program; (b) clarification of the Documentation for the Supported Program; (c) guidance in operation of the Supported Program; (d) assistance in identifying and verifying the causes of suspected Errors in the Supported Program; and (e) advice (if reasonably possible) on bypassing identified Errors in the Supported Program.

1.10. "Update" means a subsequent release of the Software which ZDS makes generally available at no additional fee to customers that have purchased Maintenance Services for the Software. An Update does not include any release, upgrade, option future, functionality or product which ZDS provides at an additional fee or separately from the Software.

2. **MAINTENANCE SERVICES.** The Maintenance Services provided under this Maintenance Agreement will include the following:

2.1. **Updates.** From time to time, ZDS may make Updates available to Customer for purposes of providing patches, bug fixes, new functionality or addressing other issues regarding the Software. Customer agrees to promptly install all Updates received from ZDS. Unless otherwise agreed by the parties, Customer will be solely responsible for the installation of any Updates in accordance with the Documentation and the installation instructions provided by ZDS. If ZDS agrees to install any Updates on behalf of Customer, ZDS will invoice Customer, and Customer will pay ZDS, for all such work performed at ZDS's then-current professional services rates.

2.2. **Technical Support.**

(a) **Critical Errors.** Subject to the terms of this Maintenance Agreement, ZDS will provide Telephone Support to the Designated Interface during Emergency Hours to address all Critical Errors reported to ZDS by the Designated Interface and use commercially reasonable efforts to provide a Resolution to all such Critical Errors through Telephone Support.

(b) **Other Errors.** Subject to the terms of this Maintenance Agreement, ZDS will provide Telephone Support to the Designated Interface during Business Hours to address all other Errors relating to the Supported Program reported to ZDS by the Designated Interface and use commercially reasonable efforts to provide a Resolution to all such other Errors through Telephone Support.

(c) **Tracking.** Customer will use the service request number provided by ZDS in connection with each Error in all correspondence and communications with ZDS relating to that Error.

3. **CUSTOMER RESPONSIBILITIES.**

3.1. **Designated Interface.** Customer will name a Designated Interface for all Maintenance Services. Only customer employees who have been suitably trained with respect to the Supported Programs may serve as the Designated Interface for Maintenance Services. ZDS may, in its sole discretion, require that the Designated Interface be changed if ZDS believes the Designated Interface does not have suitable skill and experience with respect to the Supported Programs. In such event, Company will promptly designate a suitable replacement Designated Interface.

3.2. **Access and Assistance.** Customer will provide ZDS with reasonable assistance in resolving any Error, including providing ZDS with sufficient access to and information regarding Customer's hardware, software or telecommunications environment to enable ZDS to diagnose and duplicate the Error and (as applicable) to provide a Resolution to the Error and verify that the Error has been resolved. Customer will maintain at its own expense all appropriate equipment and software necessary to provide ZDS with remote access to Customer's computer systems allowing ZDS the same level of access to all applicable computer systems as Customer's employees having the highest level of privilege or clearance (and in all cases in accordance with any ZDS remote access specifications).

3.3. **Additional Requests.** Customer will comply with all additional reasonable requests of ZDS in connection with the provision of the Maintenance Services, including taking all steps necessary to implement Resolutions and other procedures provided by ZDS within a reasonable time after receiving such Resolutions and procedures from ZDS.

4. **EXCEPTIONS.** ZDS will have no obligation to provide any Maintenance Services under this Maintenance Agreement if: (a) Customer is in breach of this Maintenance Agreement or the MSLA; (b) the MSLA is terminated or expires; (c) the Software is not installed on or operated in a Supported Environment; (d) the software, hardware or equipment comprising the Supported Environment is not operated in accordance with the applicable manufacturer's documentation or specifications; or (e) the Software is not being operated in accordance with ZDS's applicable Documentation or specifications. In addition, ZDS will have no obligation for any Error that: (i) cannot be reasonably remedied due to the operational characteristics of Customer's hardware, software or telecommunications environment; (ii) is due to any third party products,

hardware equipment, software, or data or the use or combination of the Software with any third party products, hardware, equipment, software, or data (including, as applicable, the Supported Environment); (iii) is due to any Software other than the Supported Programs; (iv) is due to any modifications to the Software not provided by ZDS; (v) is caused by Customer's negligence, accident, abuse, neglect, misapplication or misuse of the Software; or (vi) otherwise results from causes other than ordinary use of the Software. ZDS will have no liability for any changes required by Customer's hardware, software or telecommunications environment which may be necessary to use any Software due to the implementation of a Resolution. ZDS will be required to provide the Maintenance Services only for the most current release and the two immediately preceding Major Updates of a Supported Program. ZDS may modify the Supported Environment at any time upon 6 months notice to Customer. If Customer requests and ZDS agrees to remedy any errors or problems not covered by the terms of this Maintenance Agreement, ZDS will invoice Customer, and Customer will pay ZDS, for all such work performed at ZDS's then-current professional services rates.

5. SOFTWARE LICENSE. All Updates, Resolutions and any other software, data, information or materials provided under this Maintenance Agreement and all worldwide Intellectual Property Rights therein and related thereto: (1) are and will remain the exclusive property of ZDS and its suppliers; and (2) are licensed to Customer by ZDS for use as "Software" in accordance with the MSLA. All rights in and to such Updates, Resolutions and other software, data, information or materials not expressly granted to Customer in this Maintenance Agreement are reserved by ZDS and its suppliers.

6. TERM AND TERMINATION.

6.1. TERM. The term of this Maintenance Agreement will begin on the Effective Date ~~and will automatically renew for the next 5 years~~, unless earlier terminated in accordance with Section 6.2.

6.2. Termination. Either party may terminate this Maintenance Agreement if the other party materially breaches any provision of this Maintenance Agreement and does not cure such breach within 30 days after receiving notice thereof. In addition, (a) Customer may terminate this Maintenance Agreement by providing notice to ZDS at least 30 days prior notice; (b) ZDS may terminate this Maintenance Agreement effective upon notice to Customer if ZDS ceases to make any of the Maintenance Services offered under this Maintenance Agreement generally available to its other customers; or (c) ZDS may terminate this Maintenance Agreement for convenience at any time upon 30 days notice to Customer.

6.3. Reinstatement. If this Maintenance Agreement is terminated for any reason and Customer later elects reinstate Maintenance Services for the Supported Programs, provided that ZDS still makes such Maintenance Services generally available to its other customers at the time of such election and upon agreement by ZDS, ZDS will reinstate Maintenance Services for the Supported Programs under this Maintenance Agreement upon payment by Customer of the applicable Maintenance Fees which would have accrued during all such periods in which Maintenance Services for the Supported Programs were not maintained by Customer.

6.4. Effect of Termination. Upon any termination of this Maintenance Agreement: (a) ZDS may immediately cease performing all Maintenance Services provided under this Maintenance Agreement; (b) Customer will pay to ZDS any Maintenance Fees or other Fees owed to ZDS under this Maintenance Agreement; (c) Customer will promptly return to ZDS, or at the request of ZDS destroy, all property and equipment of ZDS (including any Confidential Information) in its possession or control, including all copies thereof; and (d) upon the request of ZDS, Customer will certify in writing to its compliance with this Section 6.4. Following completion of the foregoing obligations of Customer, ZDS will refund to Customer any Maintenance Fees prepaid by Customer but unused as of the effective date of such termination. Sections 1 (Definitions), 6.4 (Effect of Termination) 8.2 (Disclaimer), 9 (Limitation of Liability) and 10 (Additional Terms) will survive any termination of this Maintenance Agreement for any reason.

7. FEES AND EXPENSES; PAYMENT.

7.1. Fees. As of the Effective Date, the Annual Maintenance Fees due under this Maintenance Agreement are as set forth on the initial page of this Maintenance Agreement. During the term of this Annual Maintenance Agreement, the Maintenance Fees will be equal to 20% of ZDS's then-current list price (excluding any discounts) for all Software included in the Covered Programs and the total combined Services Fees due under the MSLA for any customization of the Software included in the Covered Programs performed by ZDS.

7.2. Expenses. Maintenance Services may be provided on-site at Customer's location, as determined in ZDS's sole discretion. If ZDS is required to perform any Maintenance Services on-site at a location of Customer, Customer will reimburse ZDS for any reasonable out-of-pocket costs and expenses incurred by ZDS relating to supplies, travel, meals and lodging, as well as and any other costs and expenses incurred by ZDS in performing such Maintenance Services which are not of the sort normally provided or covered by ZDS.

7.3. Payment. On or before the Effective Date, Customer will pay ZDS the Maintenance Fee for the Initial Maintenance Period indicated on the initial page of this Maintenance Agreement. Thereafter, ZDS will invoice all Maintenance Fees on a quarterly basis at the Quarterly Fee indicated on the initial page of this Maintenance Agreement (as adjusted per Section 7.1). Customer will pay ZDS all amounts shown on such invoices within 30 days after the date of the applicable invoice. All payments must be made in U.S. dollars, unless otherwise agreed by the parties. ZDS will be under no obligation to provide any Maintenance Services until all Maintenance Fees for the Initial Maintenance Period have been paid by Customer and ZDS may thereafter suspend Maintenance Services to Customer if any invoice is past due. In addition, any amounts not paid when due will accrue interest at the lesser of 1½% per month or the maximum rate permitted by applicable law from the due date until paid, together with collection costs, including attorneys' fees, incurred by ZDS in enforcing this Maintenance Agreement. Any amounts not paid when due may result in the forfeiture of any discounts offered on the Effective Date. Except as may be provided in this Maintenance Agreement, all Maintenance Fees are non refundable once paid to ZDS.

7.4. Taxes. Maintenance Fees exclude, and Customer is responsible for the payment of, any applicable sales, use, value added and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on ZDS's net income) due with respect to the Maintenance Fees or the Maintenance Services. When applicable, ZDS may include any such taxes that it is required to collect as a separate line item on invoices to Customers. Customer will be responsible for, and will indemnify and hold harmless ZDS from, payment of all such taxes and any other fees, duties and charges, and any related penalties and interest, arising from the payment of the Maintenance Fees or from the Maintenance Services.

8. LIMITED WARRANTY AND DISCLAIMER.

8.1. Limited Warranty. ZDS warrants that any Maintenance Services provided to Customer under this Maintenance Agreement will be performed with due care in a professional and workmanlike manner. ZDS shall, as its sole obligation and Customer's sole and exclusive remedy for any breach of the warranty set forth in this Section 8, use commercially reasonable efforts to re-perform the Maintenance Services which gave rise to the breach or, at ZDS's option, refund the Maintenance Fees paid by Customer for the Maintenance Services which gave rise to the

breach; provided that Customer notifies ZDS of the breach in reasonable detail within 30 days following performance of the defective Maintenance Services, specifying the breach in reasonable detail. The Updates, Resolutions and other software, data, information or materials provided under this Maintenance Agreement will in no way extend or alter the scope or duration of any warranty for the Software provided under the MSLA.

8.2. Disclaimer. THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION 8 ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, REGARDING THIS MAINTENANCE AGREEMENT AND THE MAINTENANCE SERVICES AND SOFTWARE PROVIDED HEREUNDER, AND ZDS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND COVENANTS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON INFRINGEMENT OF THIRD PARTY RIGHTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES PROVIDED IN THIS SECTION 8 AND THAT NO WARRANTIES ARE MADE BY ZDS OR ZDS'S SUPPLIERS.

9. Limitation of Liability. The total liability of ZDS for all claims of any kind, whether in contract, tort (including negligence), strict liability or otherwise, arising out of, connected with, or resulting from the performance or breach of this Maintenance Agreement or the Maintenance Services provided hereunder during any 3 month period will in no event exceed the total Maintenance Fees paid by Customer under this Maintenance Agreement during such period. IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT, (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, WILL ZDS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY NATURE, EVEN IF ZDS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS OR REVENUES, CLAIMS OF CUSTOMER, LOSS OF USE OF ANY EQUIPMENT OR SOFTWARE, SYSTEMS, FACILITIES, LOSS OF DATA OR INFORMATION, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SOFTWARE, SYSTEMS OR SERVICES, COST OF PURCHASED OR DOWNTIME COSTS.

10. ADDITIONAL TERMS.

10.1. No Assignment. Customer may not assign, delegate or transfer, by operation of law or otherwise, this Maintenance Agreement or any of its rights or obligations under this Maintenance Agreement to any third party without ZDS's prior written consent. Any attempted assignment, delegation or transfer in violation of the foregoing will be null and void. ZDS shall have the right to assign or transfer this Maintenance Agreement, provided that ZDS's successor agrees to assume all of ZDS's obligations and responsibilities under this Maintenance Agreement.

10.2. Independent Contractors. The relationship of the parties under this Maintenance Agreement is that of independent contractors. Neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

10.3. Governing Law and Venue. This Maintenance Agreement will be governed by and interpreted in accordance with the laws of the State of Texas, without reference to its choice of laws rules. Any action or proceeding arising from or relating to this Maintenance Agreement shall be brought in a federal or state court in Texas Colorado (or otherwise having jurisdiction of matters occurring in Denver, Colorado), and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The United Nations Convention on the Sale of Goods shall not be applicable to this Maintenance Agreement.

10.4. Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

10.5. U.S. Government End Users. The Covered Programs and all software provided under this Maintenance Agreement is a "commercial item" as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software with only those rights set forth in this Maintenance Agreement, and do not acquire any other right, title or interest, express, implied or otherwise, in or to the Software.

10.6. Waiver. Any waiver of the provisions of this Maintenance Agreement or of a party's rights or remedies under this Maintenance Agreement must be in writing to be effective. Failure or delay by a party to enforce the provisions of this Maintenance Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Maintenance Agreement and will not in any way affect the validity of the whole or any part of this Maintenance Agreement or prejudice such party's right to take subsequent action. Except as expressly stated in this Maintenance Agreement, no exercise or enforcement by either party of any right or remedy under this Maintenance Agreement will preclude the enforcement by such party of any other right or remedy under this Maintenance Agreement or that such party is entitled by law to enforce.

10.7. Severability. If any term, condition, or provision in this Maintenance Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties will endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Maintenance Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

EXHIBIT C
End User Agreement

EXHIBIT B
ZOLL Data Systems, Inc.
End User License Agreement

NOTE: This End User License Agreement ("EULA") is ZOLL's standard license agreement. The term "Customer" in this EULA refers to the City of Austin, Texas. In the event of a conflict in the terms and conditions of this EULA and the Contract, the terms and conditions of the Contract shall prevail.

SOFTWARE PRODUCT LICENSE

1. GRANT OF LICENSE. The Software Product is licensed not sold. This Agreement grants to you the following rights:

The license granted hereunder only authorizes Customer on a personal, non-transferable and non-exclusive basis, to use each licensed program on each designated equipment or network (if applicable); provided that, in the instance of a network, the number of concurrent users of each licensed program in the network does not exceed the permitted number of concurrent users for which Customer has paid the applicable licensed program license fees. Under this Agreement, Customer is not authorized to sub-license or make available to any third party, in whole or in part, any licensed program, to use any licensed program on other than the designated equipment or network (if applicable), or to reverse engineer or decompile or disassemble any licensed program. This license may be temporarily transferred to a back-up CPU if the designated equipment is inoperative due to equipment malfunction. Customer will not copy the software except that it may make one copy for archival purposes only. All copies of the software whether in printed or machine readable form and whether on storage media or otherwise, will include all proprietary legends in full in the form contained in the software. A separate license is required for use of each licensed program on equipment other than the designated equipment or network.

2. UPGRADES. If the Software Product is labeled or otherwise identified by ZDS as an "upgrade", Customer must be properly licensed to use a product identified by ZDS as being eligible for the upgrade in order to use the Software Product. A Software Product, labeled or otherwise identified by ZDS as an upgrade, replaces and/or supplements the product that formed the basis for your eligibility for such upgrade. Customer may use the resulting upgraded product only in accordance with the terms of this Agreement. If the Software Product is an upgrade of a component of a package of software programs that Customer license as a single product, the Software Product may be used and transferred only as part of that single product package and may not be separated for use on more than one computer.

3. COPYRIGHT AND TRADEMARKS. All title, trademarks and copyrights in and pertaining to the Software Product, the accompanying printed materials, and any copies of the Software Product, are owned or licensed by ZDS. The Software Product is protected by copyright and trademark laws and international treaty provisions. Customer may not move, modify or alter any ZDS copyright or trademark notice from any part of the Software product, including but not limited to any such notices contained in the physical and/or electronic media or documentation. In the ZDS boxes, in any of the runtime resources and /or in any web-presence or web-enable notices, code or other embodiments originally contained in or otherwise created by the Software Product.

4. RESTRICTED RIGHTS LEGEND: If an Order contains a notation that products or services are intended for use under a federal government contract, such products or services shall be subject to the following that the ZDS software (including documentation) is provided with Restricted Rights under DFARS 252.227-7013 (c) (1)(ii) and related sections, if supplied to DoD Government agencies, or under FARS 52.227-19 and under FARS 52.227-14 if supplied to civilian Government agencies. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the Regulations referenced herein. The Contractor/Manufacturer is ZOLL Data Systems, Inc., 12202 Airport Way, Suite 300, Broomfield, CO 80021.

5. WARRANTY: ZDS warrants that the Software licensed hereunder will perform in substantial conformance to the ZDS product specifications, during the warranty period. The warranty period is ninety (90) days from

the date of delivery to the Customer. ZDS's sole obligation with respect to this express warranty shall be, at ZDS's option, to refund the license fee paid by Customer for any defective Software or to replace the Software with Software that substantially conforms to ZDS's applicable product specifications.

6. NO OTHER WARRANTIES: EXCEPT AS SET FORTH IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, OF PRODUCTS OR SERVICES FURNISHED HEREUNDER OR IN CONNECTION HERewith. ZDS DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY: THE WARRANTIES AND REMEDIES PROVIDED HEREIN ARE CITY'S SOLE REMEDIES FOR ZDS'S LIABILITY OF ANY KIND WHETHER IN CONTRACT OR IN TORT, ARISING FROM THE PRODUCT OR SERVICES PROVIDED HEREUNDER. IN NO EVENT SHALL ZDS'S OR ITS SUPPLIER'S LIABILITY TO THE City FOR DAMAGES OF ANY NATURE EXCEED THE PURCHASE PRICE OF THE PRODUCT(S) OR SERVICES PROVIDED UNDER THESE TERMS. IN NO EVENT SHALL ZDS OR ITS SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, THIRD PARTY EXCEPT TO THE EXTENT PROVIDED IN THE SECTION ENTITLED "PATENT INDEMNITY", INDIRECT OR CONSEQUENTIAL DAMAGES OR FOR THE LOSS OF PROFIT, REVENUE, SOFTWARE OR DATA EVEN IF THAT PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. City IS SOLELY RESPONSIBLE FOR THE PROTECTION AND BACKUP OF ALL DATA AND SOFTWARE USED IN CONJUNCTION WITH THE PRODUCTS.

8. PATENT INDEMNITY: ZDS will indemnify and hold Customer harmless against any claim or demand by any third party, including reasonable attorney's fees, that any hardware or software provided to Customer hereunder, infringes any copyright, patent, trade secret or other intellectual property right under the laws of the United States. If a claim occurs, or in ZDS's opinion, is likely to occur, ZDS will, at its option and expense use reasonable efforts to either (1) procure for Customer the right to continue using the hardware or software; or (2) replace or modify the infringing hardware or software so that it becomes noninfringing provided that the hardware or software specifications or performance are not materially and adversely affected by such replacement or modification. If neither of these alternatives, at ZDS's option, is reasonably available, Customer shall return the hardware or software, and ZDS will refund all amounts paid by Customer for any unused portion of any service for such hardware or software and a depreciated amount for the hardware calculated on a six (6) year straight line amortization. Indemnification by ZDS is conditioned upon the following: (a) Customer promptly notifies ZDS in writing of any claim; (b) ZDS has sole control of the defense and all related settlement negotiations; and (c) Customer cooperates in the defense and furnishes ZDS with all related evidence in its control. This indemnification is limited to the hardware and software delivered to the Customer and does not cover third party claims arising from modifications to the hardware and software not authorized by ZDS.

9. TERMINATION: Either party may terminate this Agreement upon written notice to the other if: (i) a material violation of this Agreement by the other party is not remedied within thirty (30) days after notice of the violation; (ii) the other party admits in writing its inability to pay its debts generally as they become due, or executes an assignment for the benefit of creditors or similar document; or (iii) a receiver, trustee in bankruptcy or similar officer is appointed for the other party's property. Termination for nonappropriation of funds - Government Customers have the right to cancel this contract if the moneys necessary to fund this Agreement are revoked or become unavailable. Termination for default - Customer has the right to cancel this contract if deficiencies in equipment and/or service are reported in writing to ZDS and such deficiencies are not remedied within thirty (30) days. Termination by ZDS - ZDS may terminate this Agreement upon written notice to Customer if: (i) Customer fails to pay when due any amount payable under this Agreement or any other agreement with ZDS, which amount is not the subject of a bona fide dispute between the parties or subject to Termination for nonappropriation of funds; or (ii) a majority interest of the equity or assets of Customer is transferred, or this Agreement is assigned, without the prior written consent of ZDS. Termination shall not exclude other remedies for failure of a party to perform its obligations or the failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any right hereunder.

10. **ASSIGNMENT:** Neither party shall assign any right except for the right to receive payment or delegate any obligation under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or denied.

11. **EXPORT:** Customer will not knowingly transfer to parties that will subsequently re-export Products to embargoed countries or allow export, directly or indirectly, of any product acquired under this Agreement without first obtaining an export license from the US Department of Commerce or any other agency or department of the United States Government, as required.

12. **CHOICE OF LAW:** This Agreement shall be governed by the laws of the State of Texas.

EXHIBIT D
Service Level Agreement

ZOLL SERVICE LEVEL AGREEMENT

NOTE: This Service Level Agreement ("SLA") is ZOLL's standard agreement. The term "Customer" in this SLA refers to the City of Austin, Texas. In the event of a conflict in the terms and conditions of this SLA and the Agreement, the terms and conditions of the Agreement shall prevail.

Services

ZDS offers technical support for ZDS' software applications. During normal business hours, ZDS provides phone-based technical support to assist with issues of an operational or administration nature encountered during use of supported products by City. City can contact the ZDS Technical Support via telephone, fax or email.

Telephone Support Coverage

ZDS provides telephone support coverage during normal business hours, as well as extended telephone support coverage for Severity 1 issues as described in the Call Priorities section of this document, twenty-four hours a day, 365 days a year.

An example of standard and extended telephone support coverage follows:

Day of Week

Hours

(Mountain Time)

Priority Levels

Monday – Friday 06:00 – 18:00 Any priority level

All other times – Severity 1 issues

The above schedule defines when a customer may contact the technical support group for reporting of issues. For telephone calls not immediately answered, City will be requested to leave a message in the support voice mailbox. ZDS will provide the initial call back within the response times defined herein.

Call Reporting

In order that City may receive the highest possible level of service to resolve an issue, in a timely and appropriate fashion, it is essential that City's observe the correct procedures when reporting an issue. Service calls may be reported to ZDS using the following contact methods:

Phone:

303.801.0000

extension 3 for DISPATCH

extension 4 for BILLING

extension 5 for FIELD DATA

Email: support@zolldata.com

Fax: 303-225-1483

If support personnel are not immediately available to answer the call, City will have an opportunity to leave a voice message. For voice messages received after normal business hours, the response will be provided the next business day. If the issue is a Severity 1, then City has the option of selecting to have the on-call support technician paged. The on-call support technician will respond within 1 hour of the initial call and begin working on the issue immediately.

In order to respond to a fault call in a timely and appropriate fashion, when placing a service call,

City will be asked for the following information:

- Any corresponding tracking number

- Name of person reporting the fault
- Name of person to be contacted on site (if different from above)
- Telephone number/extension of site contact (if after hours, ensure that the number provided is accessible)
- System(s) affected
- Brief description of the fault symptoms
- Severity of call required

On receiving a service call, ZDS Technical Support group will allocate a unique tracking number which will be given to City and this should be quoted on any future communication regarding the fault. ZDS' Technical Support group should be used as a central contact point for fault progression and escalation.

Call Progress

Once a call has been received by ZDS, ZDS will contact City to establish the exact nature of the problem and begin the fault resolution process. City will be kept informed of progress on the issue, including what action has been taken to resolve the problem and the time the call was closed.

Call Closure

When the problem has been resolved, the call will be closed on the ZDS' call tracking system and City will be informed of the following:

- The time and date the call was closed by ZDS
- A brief description of the action taken

Call Priorities

A system of service call priorities is used by ZDS. When placing a service call, City will be asked a series of questions to help the support technician assess the severity of the issue. Once complete, the support technician and City will jointly agree on the severity of the issue. In the event a mutual agreement can't be agreed upon, City's severity level will take precedence and ZDS Technical support manager will be notified.

Severity "Sev1" (CRITICAL)

A Severity **ONE** call is used for system faults where there is a major impact on normal operation of the system. ZDS will immediately begin work on a Sev1 call, with the immediate goal of restoring normal operation to the system via a fault correction or workaround.

Severity "Sev2" (URGENT)

Severity **TWO** calls are used for system faults where normal system operation is affected to some degree and a workaround is not available. ZDS will use best endeavors to respond to the call in the times stated in Response Times section of this document.

Severity "Sev3" (STANDARD)

Severity **THREE** calls are used for system faults where a fault was detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a hardware related fault. For software related issues, this priority allows for work to be scheduled as part of a planned maintenance update.

Severity "Sev4" (ENHANCEMENT REQUESTS)

Severity **FOUR** calls are used when an enhancement request is made for potential modifications to system software or the problem results in minimal or no interruptions to normal operations (no business impacts). The issue consists of "how to" questions, installation and configuration inquiries, enhancement requests, or documentation questions.

Classification of Test Systems

Identical problem situations in test/sandbox systems shall normally justify a priority that is one level lower than the equivalent priority in a production system.

Response Times

Response times are the time between the receipt of a call and the time that a support technician begins working on the issue. As such, all Sev1 issues **MUST** be initiated via phone, while other less severe issues may be initiated via phone, fax or email.

Response Definitions

ZDS will use its best efforts to achieve the target response times shown in the table below. The software responses are for the technical support group to return a call to the City's support contact to start diagnosis of the problem. Note that resolutions may involve a "workaround" to an issue that will allow continued use of the affected component.

Response & Escalation Targets

Software Priority Level

Initial Target Response

Escalation & Target Resolution Response

Severity 1

"Sev1" 1 Hour

<1 Hour – Support Technician

1-4 Hours – Sr. Support Technician

>4 Hours – Technical Support Manager

Severity 2

"Sev2"

4 hours

<4 Hour – Support Technician

4-8 Hours – Sr. Support Technician

>8 Hours – Technical Support Manager

Severity 3

"Sev3"

8 hours Issue dependent

Severity 4

"Sev4"

72 hours Issue dependent

Note: All the times shown in the table above are from the time the call is logged with the ZDS' Technical Support group. The target times apply to normal operational hours only.

Escalation Procedures

ZDS will use all reasonable efforts to ensure that Sev1 and Sev2 calls are cleared within estimated timeframes. In the event that a call remains outstanding beyond the estimated times, the ZDS support staff will escalate the call to ZDS support management, who will contact his counterpart within City's organization to agree a course of action to be taken.

Resolving Critical and Urgent Problems

The technician who answers your call will record City's question and attempt to resolve the problem. If the issue takes more than 60 minutes to resolve, the support technician will forward the call to a second level support technician. After contacting City, the support technician will start on the problem immediately. City will need either a modem dial-in or Internet connection to the affected system for problem diagnosis. The support technician has four hours to resolve critical problems and eight hours for major problems before he or she escalates the issue to the Technical support manager. If your problem remains unresolved, the Technical support manager will typically begin assisting immediately. The Technical support manager must solve critical problems within 24 hours and major problems within 48 hours or provide a workaround once ZDS successfully recreates the problem. If the problem cannot be resolved or a workaround provided in the allotted timeframe, the Technical support manager will, with the assistance of research and development, give you a written resolution action plan.

Resolving Standard and Service Issues

The support technician who contacts City will immediately address the problem or decide to initiate a software change request to product engineering. The support technician will resolve the problem, provide a workaround or submit a software change request with a target resolution response of 30 days. If a software change request is submitted, ZDS' product management organization may incorporate it into an upcoming release.

Enhancement Requests

The support technician answering City's call will ask some preliminary questions and attempt to find a workaround for the proposed function. If determining the nature of the request takes more than one week, the support technician will forward the call to a senior level support technician and may request that City submit the request in writing. The average time for this return call is five days. When the senior support technician contacts City, they will immediately begin to determine if a software change request should be submitted ZDS' product management organization. If a software enhancement request is submitted, ZDS will notify City on when a change may be expected or if the change is one that ZDS cannot incorporate. City may also have the option of working on a time and materials basis with ZDS' services organization for immediate resolution.

General Escalation Notes

ZDS will notify customer if it is apparent that resolution of a call may result in a protracted timescale. ZDS may also escalate calls of a repetitive nature and customers may escalate any call at any time should they deem it to be appropriate in any specific instance. ZDS acknowledges that the severity level of issue requests can be subjective and uses many factors when assigning the severity level. As a guideline, however, we proactively escalate support tickets based on the assigned severity level and inform increasingly higher levels of management when the problem has not been addressed in the specified time frame, or if the service you received was not satisfactory.

Workarounds

Occasionally the ZDS support staff will resolve problems with unexpected solutions that still provide your requested functionality. For example, a resolution may involve employing a different browser level, instead of the one City is currently using.

Maintenance/Release Support Policy

ZDS is dedicated to providing the highest level of support to meet customer's business requirements. At the same time, ZDS' business practices must ensure that appropriate platforms are supported in a timely and cost-effective manner.

Patches and Maintenance of Older Releases

ZDS uses the software industry's common "Grandfather-Father-Son" approach to maintenance support for releases, where older releases are supported at lesser levels than the current release. This method provides a mechanism for providing outstanding service without diverting extensive resources to support obsolete versions of software. To better understand how this Grandfather-Father-Son methodology applies, consider the following example:

The Current Version (Son) In this example, version 3.9 is the current generally available version of ZDS' product suite. Version 3.9 has complete and active maintenance support for identifying and correcting defects; that is, problems identified in the current version (in this example 3.9) will be addressed in an upcoming patch to ZDS' product suite 3.9. Problems will be addressed according to a priority-based severity of the problem, the availability of a workaround, and the number of customers affected. Less severe issues may be addressed in future versions of software. Enhancements reported as defects will be evaluated on an individual basis.

The Previous Version (Father) In this example, version 3.8 is the previously available version of ZDS' product suite. Version 3.8 has reduced maintenance support for the identification and correction of defects; that is, if an issue is reported in a father version for which a known patch or workaround is available, the patch will be provided to the customer free of charge. If the reported problem

has been corrected in 3.9 but cannot be readily addressed in 3.8, the customer will be encouraged to migrate to version 3.9. If the customer prefers not to upgrade to version 3.9 and the problem can be corrected in 3.8, it will be evaluated in context of the impact on the customer's business, and reasonable efforts will be made to affect changes in version 3.8.

Obsolete Versions (Grandfathers) In this example, versions 3.7 and older are "Grandfather" versions. Grandfathers have limited maintenance support for six months after the "Son" has been released and is made generally available to all customers. If an issue is reported in a grandfather version for which a known patch or workaround is available, the patch will be provided to the customer free of charge. Grandfather and older versions of ZDS' product suite will not be eligible for new upgrade patches. Customers reporting defects in the Grandfather and older versions of software will be encouraged to migrate to the latest or newer versions of the software. Using the Grandfather-Father-Son approach to software maintenance encourages customers to take advantage of increased functionality, enhancements, and greater stability that occurs with each release of software. This policy assumes the customer's maintenance status is active. Customers with special needs outside these guidelines should contact ZDS.

3rd Party Software and Hardware Support

Over time, 3rd party software (i.e. database, operating system) and hardware (i.e. firmware, platform) manufacturers discontinue support for selected versions, releases, and features of their products. It is ZDS' intent to discontinue support for a vendor's unsupported software/hardware system at the same time as the manufacturer's discontinuance of support. Once a vendor discontinues active support for a version of its software/hardware, ZDS' ability to work with that vendor in a cooperative environment for defect resolution is vastly diminished. As an example of this policy, if the fictitious manufacturer ACME announces today its intent to discontinue support for its OS Version of 1.0 on December 31, 2007, ZDS will discontinue its support for ACME OS Version 1.0 on December 31, 2007. This policy will minimize the impact of a vendor's discontinuance on the ZDS customer. ZDS believes this policy supports a customer's needs and has minimal disruption on their operations. Customers with special needs outside this guideline should contact ZDS.

Discontinuance of Feature Support

As enhancements and newer functionality are made to ZDS' product suite, support for selected functionality may be discontinued. It is ZDS' intent to make these changes minimally disruptive to the customer's business. As a result, we will make every effort to document in advance, normally in the release notes of the current version, that a specific function or feature is destined to be discontinued. Generally, a one-year "grace period" of notification will be provided to permit the customer adequate time to make plans for migration to newer functionality or discontinue use of a feature. Customers with special needs outside this guideline should contact ZDS.

Software Upgrades and Updates

Customers with an active ZDS support contract are entitled to maintenance releases and software upgrades for all products included the annual maintenance contract. Customers should obtain software upgrades and updates through the ZDS Technical Support organization. City may not be notified of new patches to the product suite, but may at any time request all patches to their version of the product suite free of charge, whether they have experienced the problems addressed in those patches or not. Installation or integration of patches is the responsibility of the customer and may require fee-based assistance from ZDS. If City does not have an active support contract and wishes to receive new maintenance or software upgrade releases, City must first purchase a maintenance contract. The contract must also include payment for past unpaid periods and does not include upgrades for which ZDS imposes additional charges.

ZDS shall provide the City, at no additional charge, with access to ZOLL's issue tracking database (myzoll.com).

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

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 27th day of June, 2016

CONTRACTOR
Authorized
Signature

Cindy E. Kuhlke

Title

Director H.R.

EXHIBIT F

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

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:

■ ZOLL DATA Systems, Inc

Signature of Officer or
Authorized
Representative:

■ Sandy King

Date:

■ 6/27/16

Printed Name:

■ Sandy King

Title

■ Accounting Operations Manager

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 27th day of June, 2016

CONTRACTOR
Authorized
Signature



Title



EXHIBIT F

City of Austin, Texas
Section 0805
NON-SUSPENSION OR DEBARMENT CERTIFICATION

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: ZOLL DATA Systems, Inc

Signature of Officer or
Authorized
Representative: Sandy King Date: 6/27/16

Printed Name: Sandy King

Title: Accounting Operations Manager