



**ZOLL Medical Corporation**

269 Mill Road  
 Chelmsford, MA 01824-4105  
 Federal ID# 04-2711626

Phone: (800) 348-9011  
 Fax: (978) 421-0015  
 Email: esales@zoll.com

Quote No: Q-93860 Version: 3

Walton County EMS  
 1110 East Spring Street Suite 300  
 Monroe, GA 30655

ZOLL Customer No: 325954

Ronnie Almand  
 7702661573  
 ralmand@co.walton.ga.us

Quote No: Q-93860  
 Version: 3

Issued Date: November 6, 2024  
 Expiration Date: December 31, 2024

Terms: \$50,000 due net 30, balance due in 5 equal annual payments on July 30, 2025, July 30, 2026, July 30, 2027, July 30, 2028 and July 30, 2029.

FOB: Shipping Point  
 Freight: Prepay & Add

Prepared by: Marcus Russell  
 EMS Territory Manager  
 mrussell@zoll.com  
 +1 6785427344

Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
1		601-2221112-01	<p><b>X Series Advanced Monitor/Defibrillator - 12-Lead ECG, Pacing, SpO2, EtCO2, BVM, NIBP, CPR Expansion Pack, Remote View</b></p> <p>Includes: TBI Dashboard, 4 trace tri-mode display monitor/ defibrillator/ printer, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5in ( 16.5cm) diagonal screen. Accessories Included: MFC cable and CPR connector, A/C power cord, One (1) roll printer paper, 6.6 Ah Li-ion battery, Operators Manual, Quick Reference Guide, and One (1)-year EMS warranty.</p> <p>Parameter Details: Real CPR Help - Dashboard display of CPR Depth and Rate for Adult and Pediatric patients, Visual and audio prompts to coach CPR depth (Adult patient only), Release bar to ensure adequate release off the chest, Metronome to coach rate for Adult and Pediatric patients. See-Thru® CPR artifact filtering • Interpretative 12-Lead ECG (Full 12 ECG lead view with both dynamic and static 12-lead mode display. 12-Lead OneStep ECG cable - includes 4-Lead limb lead cable and removable precordial 6-Lead set) • ZOLL Noninvasive Pacing Technology • Real BVM Help: Dashboard provides real-time ventilation feedback on both volume and rate for intubated and non-intubated patients. AccuVent Cable included. (Accuvent disposable sensors sold separately) • Welch Allyn NIBP with Smartcuff. 10 foot Dual Lumen hose and SureBP Reusable Adult Medium Cuff • Masimo Pulse Oximetry with Signal Extraction Technology (SET), Rainbow SET® • EtCO2 Oridion Microstream Technology. Microstream tubing set sold separately •</p>	10	\$51,622.00	\$36,135.40	\$361,354.00



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2	1509174	8900-0400	<b>CPR Stat-padz HVP Multi-Function CPR Electrodes - 8 pair/case</b>	2	\$749.00	\$561.75	\$1,123.50
3	1509174	8000-001128	<b>Accuvent Flow Tube (Box of 10)</b>	5	\$797.00	\$653.54	\$3,267.70
4	1509174	REUSE-12L-2MQ	<b>Welch Allyn REUSE-12L-2MQ Cuff, Lg Adult Long, 2-Tube, Twist Lock connector</b>	10	\$66.00	\$54.12	\$541.20
5	1509174	REUSE-09-2MQ	<b>Welch Allyn REUSE-09-2MQ Cuff, Child, 2-Tube, Twist Lock connector</b>	10	\$66.00	\$54.12	\$541.20
6	1509174	8000-0580-01	<b>Six Hour Rechargeable, SurePower II Smart Battery</b>	10	\$1,001.00	\$820.82	\$8,208.20
7	1509174	8300-0500-01	<b>SurePower 4 Bay Charging System including 4 Battery Charging adapters</b>	2	\$3,453.00	\$2,831.46	\$5,662.92
8	1509174	8200-000100-01	<b>Single Bay Charger for the SurePower and SurePower II batteries</b>	4	\$1,264.00	\$1,036.48	\$4,145.92
9	1509174	8000-000876-01	<b>Paper, Thermal, w/Grid, BPA Free (Box of 6)</b>	10	\$32.00	\$26.24	\$262.40
10		8000-000393-01	<b>X Series Carry Case, Premium</b>	10	\$443.00	\$443.00	\$4,430.00
11	1509174	8900-0810-01	<b>Pedi-padz II Pediatric Multi-Function Electrodes</b>  Designed for use with the AED Plus. The AED recognizes when pedi?padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. One pair.	10	\$150.00	\$112.50	\$1,125.00
12		8778-89005-WF	<b>Professional Defibrillators/Monitors - Worry-Free Service Plan - 5 Years At Time of Sale</b>  Includes: Annual preventive maintenance, 27% discount on new cables, 27% discount on additional SurePower II Batteries, discount on parameter upgrades, SurePower II Battery replacement upon failure, and accidental damage coverage (see below). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the One Year Product Limited Warranty.   Battery replacement and accidental damage guidelines can be found in the ExpertCare Service Plan Terms and Conditions on the ZOLL website.	10	\$9,635.00	\$8,671.50	\$86,715.00
13		8400-110045	<b>CaseReview Premium Subscription, X Series, 5 Year- Hosted</b>  Provides detailed post-case information, including CPR quality on compression depth, rate, pause time and release velocity, as well as ECG, shocks, EtCO2 and SpO2 vital signs.	7	\$2,540.00	\$2,540.00	\$17,780.00



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Item	Contract Reference	Part Number	Description	Qty	List Price	Adj. Price	Total Price
14		8400-110071	RescueNet Live, 1 Year Subscription	6	\$1,107.00	\$1,107.00	\$6,642.00
15	1509174	8000-001392	Masimo rainbow® RC-4 - 4FT, Reusable EMS Patient Cable	10	\$313.00	\$256.66	\$2,566.60
16	1509174	8000-000476	M-LNCS Pdtx-3 Pediatric SpO2 Adhesive Sensor, 3 ft. Single Patient Use 10-50kg (20 per box)	10	\$433.00	\$355.06	\$3,550.60
17		8000-000459	M-LNCS DCI Reusable Sensor	10	\$377.00	\$301.60	\$3,016.00
18		7800-0211-61	All Philips ALS Trade In Allowance See Trade Unit Considerations.	10		(\$500.00)	(\$5,000.00)

Subtotal: \$505,932.24

**Total: \$505,932.24**

Contract Reference	Description
1509174	Reflects PSAI/Savvik 2021 contract Pricing. Notwithstanding anything to the contrary herein, the terms and conditions set forth in PSAI /Savvik Buying Group Contract No. 2021-06 shall apply to the customer's purchase of the products set forth on this quote.

Trade Unit Considerations
Trade-In values valid through December 31, 2024 if all equipment purchased is in good operational and cosmetic condition and includes all standard accessories. Trade-In values are dependent on the quantity and configuration of the ZOLL devices listed on this quotation. Customer assumes responsibility for shipping trade-in equipment at the quantities listed on the trade line items in this quotation to ZOLL's Chelmsford Headquarters within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.

UCC Financing Statement
By placing a Purchase Order in response to this quotation, Customer agrees that it thereby grants to ZOLL a purchase money security interest in all the goods referenced by such purchase order and acknowledges that ZOLL may file a UCC Financing Statement ordering such purchase money security interest. Customer further agrees to provide a signed Security Agreement to ZOLL prior to shipment pursuant to such purchase order.

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

1. Delivery will be made upon availability.
2. This Quote expires on December 31, 2024. Pricing is subject to change after this date.
3. Applicable tax, shipping & handling will be added at the time of invoicing.
4. All purchase orders are subject to credit approval before being accepted by ZOLL.
5. To place an order, please forward the purchase order with a copy of this quotation to [esales@zoll.com](mailto:esales@zoll.com) or via fax to 978-421-0015.
6. All discounts from list price are contingent upon payment within the agreed upon terms.
7. Place your future accessory orders online by visiting the ZOLL web store.



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**Order Information (to be completed by the customer)**

Tax Exempt Entity (Tax Exempt Certificate must be provided to ZOLL)

Taxable Entity (Applicable tax will be applied at time of invoice)

<b>BILL TO ADDRESS</b>	<b>SHIP TO ADDRESS</b>
Name/Department:	Name/Department:
Address:	Address:
City / State / Zip Code:	City / State / Zip Code:

Is a Purchase Order (PO) required for the purchase and/or payment of the products listed on this quotation?

Yes    PO Number: \_\_\_\_\_    PO Amount: \_\_\_\_\_  
(A copy of the Purchase Order must be included with this Quote when returned to ZOLL)

No    (Please complete the below section when submitting this order)

For organizations that do not require a PO, ZOLL requires written execution of this order. The 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 and prices in this quotation.

**Walton County EMS**

Authorized Signature:

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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

## ALS/BLS Software Solutions Master Software, SaaS and Services Agreement and Addenda Acknowledgement Form

The terms and conditions applicable to ZOLL Medical Corporation's Software Solutions products can be found at <https://www.zoll.com/en/about-zoll/legal>. By signing below, the Customer acknowledges and agrees to those terms and conditions. The person signing below represents and warrants that she or he has the authority to bind the Customer to those terms and conditions.

Customer

Signature:

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Company Address: \_\_\_\_\_

Date: \_\_\_\_\_

**SECURITY AGREEMENT**  
**Equipment + Basic**

This Security Agreement, made and entered in this \_\_\_\_\_ day of \_\_\_\_\_ by and between **ZOLL Medical Corporation**, located at **269 Mill Rd Chelmsford, MA 01824**, (hereinafter "Secured Party") and \_\_\_\_\_ with headquarters located at \_\_\_\_\_ and if a legal person or registered, incorporated, formed or otherwise organized in or under the laws of the [state] of \_\_\_\_\_, (hereinafter "Debtor").

**I CREATION OF SECURITY INTEREST**

In consideration for the extension of credit, Debtor hereby grants a purchase money security interest in, and assigns to the Secured Party, all of Debtors' right, title and interest in, to and under the Collateral described in the first paragraph of Section II below as collateral to security for the payment and performance of all debts, liabilities and obligations of Debtor of any kind whenever and however incurred to Secured Party, including the Obligations (as defined below).

**II COLLATERAL**

The term "Collateral" as used in this Agreement shall mean (a) the equipment described in Exhibit A and (b) all proceeds thereof.

The term "Obligations" as used in this Agreement shall mean and include the indebtedness related to the purchase of the equipment described in Exhibit A.

**III DEBTOR'S OBLIGATIONS**

- A. Debtor warrants and covenants that the Collateral will be held for use, sale or lease in and for Debtor's business and will be kept only at the principal place of business set forth herein (and Debtor's additional address(es) set forth with its signature, if any); Debtor will notify Secured Party in writing fifteen (15) days prior to any of the following:
- (1) Change(s) or additions to location of any material or substantial portion of the Collateral,
  - (2) Change(s) in location of chief executive offices (if an unregistered entity),
  - (3) Change(s) in state of Incorporation (if a registered entity),
  - (4) Change(s) in state of residence (if an individual),
  - (5) Change(s) in name of Debtor's business.
- B. Debtor covenants that it will notify Secured Party in writing 30 days prior of: its opening of any new places of business, or the closing of any existing places of business, or the change of name or nature of the entity including changes to state of incorporation or state of chief executive offices.
- C. Debtor warrants and covenants that it has good and marketable title to, all its Collateral, and the same are free and clear of all liens and encumbrances other than liens in favor of the Secured Party securing the Obligations.

**IV DEFAULT**

The following shall constitute a default by Debtor:

*Non-payment:* Failure to pay the principal or any installment of principal or of interest on the indebtedness or any notes when due. In addition, Debtor shall be in default if bankruptcy or insolvency proceedings are instituted by or against the Debtor or if Debtor makes any assignment for the benefit of creditors.

*Breach:* Misrepresentation or misstatement in connection with, noncompliance with or nonperformance of any of Debtor's obligations or agreements under Sections III and VII shall constitute default under this Security Agreement

*Insolvency:* The dissolution, termination of existence, \suspension of business, insolvency or business failure of Debtor; or appointment of a receiver, trustee or custodian, for all or any property of Debtor, assignment for the benefit of creditors by Debtor, or the commencement of any proceeding by or against Debtor under any provision

of the United States Bankruptcy Code, as amended, or under any other state, federal or other bankruptcy or insolvency law, now or hereafter in effect.

## **V SECURED PARTY'S RIGHTS AND REMEDIES**

- A. Secured Party may assign this security agreement, and this agreement shall be binding upon and insure to the benefit of Secured Party's successor and assigns, and:
- (1) If Secured Party does assign this security agreement, the assignee shall be entitled, upon notifying the Debtor, to performance of all Debtor's obligations and agreements under Sections III and VII, and assignee shall be entitled to all of the rights and remedies of Secured Party under this Section V; and
  - (2) Debtor will not assert any claims or defenses he may have against Secured Party or against its assignee except those granted in this security agreement.
- B. Upon Debtor's default, Secured Party, shall have all rights set forth under the Uniform Commercial Code, including, but not limited to Article 9, and may exercise his rights of enforcement under the Uniform Commercial Code in force in the State where the Collateral is located or where the UCC Financing Statement is filed and in conjunction with, in addition to or substitution for those rights, at Secured Party's discretion, may
- (1) Declare all unpaid balances due and payable, notwithstanding otherwise stated maturities; and/or,
  - (2) Waive any default or remedy any default in any reasonable manner without any or all Accounts or other collateral or proceeds, or to sell, transfer, compromise, waiving the default remedied and without waiving any other prior or subsequent default.
- C. The Secured Party may employ agents and attorneys-in-fact in connection herewith and shall not be responsible for the negligence or misconduct of any such agents or attorneys-in-fact selected by it in good faith.

## **VI RIGHTS AND REMEDIES OF DEBTOR**

Debtor shall have all the rights and remedies before or after default provided in Article 9 of the Uniform Commercial Code in force in the State of where the Collateral is located or where the UCC Financing Statement is filed. In addition, the Debtor has all rights and remedies and immunities afforded to it as a sovereign, except any waived by virtue of the inclusion of Debtor's obligations set forth in this contract. Debtor shall not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party and any assignment or transfer made in violation of this sentence shall be void.

## **VII ADDITIONAL AGREEMENTS AND AFFIRMATIONS**

- A. Debtor Agrees and Affirms
- (1) That information supplied and statements made by Debtor in any financial or credit statement or application for credit prior to this security agreement are true and correct and,
  - (2) Debtor warrants and covenants that it will keep and maintain its business as presently constituted and will advise Secured Party immediately of any change in the name or nature or location thereof and of any fact or occurrence which does, or with lapse of time could, impair Debtor's ability to perform hereunder.
  - (3) Debtor warrants that all locations of collateral and all corporate, partnership, doing business, trade and individual names are listed below the signature line (hereon) are absolutely accurate and complete and that it will give Secured Party at least thirty (30) days prior written notice of any change thereof, addition thereto or deletion there from.
  - (4) That if Debtor is also buyer of the Collateral, there are no express warranties unless they appear in writing signed by the seller and there are no implied warranties of merchantability or fitness for a particular purpose in connection with the sale of the Collateral.
- B. Mutual Agreements
- (1) "Debtor" and "Secured Party" as used in this security agreement include the heirs, executors or administrators, successors or assigns of those parties.
  - (2) The law governing this secured transaction shall be that of the State where the Collateral is located or where the UCC Financing statement is filed.
  - (3) If more than one Debtor executes the security agreement, their obligations hereunder shall be joint and several.

- (4) This agreement does not waive Secured Party's rights under any other agreement that Debtor has signed with the Secured Party.
- (5) Debtor authorizes Secured Party to file a UCC Financing Statement describing the Collateral and appoints Secured Party as Debtor's agent and grants Secured Party limited Power of Attorney to sign UCC forms for the purpose of protecting Secured Party's interest.

C. Form of Debtor's Business

- (1) Debtors represents and warrants as follows: Debtor's business is (circle one);

**a. Registered Organization      b. Unregistered Organization      c. Individual**

(a) If a. Registered Organization: **State where Incorporation/Formed** \_\_\_\_\_.

(b) If b. Unregistered Organization: Location of Business (state) or if more than one place of business, "chief executive office" \_\_\_\_\_.

(c) If c. Individual: State or States of Residence (include all states) \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

**- Registered Organizations include:** Includes corporations, limited liability corporations and registered limited partnerships.

**- Unregistered Organizations include:** Partnerships.

**- Individuals Include:** Sole Proprietorships

D. Further Assurances.

- (1) Debtor agrees to execute any further documents, and to take any further actions, reasonably requested by Secured Party to evidence or perfect the purchase money security interest granted herein or to effectuate the rights granted to the Secured Party herein.
- (2) Debtor represents and warrants that Debtor's exact legal name is set forth in the first paragraph of this Security Agreement.
- (3) This Agreement is governed by the laws of the Commonwealth of Massachusetts, with the courts therein having exclusive jurisdiction over any disputes between the parties to this Agreement.

## VIII INDEMNITY

To the extent permitted by law, Debtor hereby agrees to indemnify Secured Party and its affiliates, agents, and attorneys, and to hold them harmless from and against any and all claims, debts, liabilities, demands, obligations, actions, causes of action, penalties, costs and expenses (including reasonable attorneys' fees), of every kind, which they may sustain or incur based upon or arising out of any enforcement of this Agreement or the Obligations; provided that this indemnity shall not extend to damages proximately caused by any indemnitee's own or its representatives' gross negligence or willful misconduct. Notwithstanding any provision in this Agreement to the contrary, the indemnity agreement set forth in this Section shall survive any termination of this Agreement and shall for all purposes continue in full force and effect.

## IX MISCELLANEOUS

The captions and section headings appearing herein are included solely for convenience of reference and are not intended to affect the interpretation of any provision of this Security Agreement. This Security Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart. The terms of this Security Agreement may be waived, altered or amended only by an instrument in writing duly executed by Debtor and the Secured Party. In the event that any one or more of the provisions contained in this Security Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Security Agreement shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein.



(Signature Page Follows)

**IN WITNESS WHEREOF**, Debtor has executed this Security Agreement as of the date indicated above.

**DEBTOR NAME**

BY: \_\_\_\_\_  
(Print name)

BY: \_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Signature and Title)

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**SECURED PARTY NAME**

BY: \_\_\_\_\_  
(Gary Schaefer - Credit Manager)

ACCEPTED at Creditor City, State, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .