



## EXECUTIVE SUMMARY

**Pursuant to Broward College Policy 6Hx2-1.14 and Procedure A6Hx2-1.14, Dr. Donald Astrab exercised the authority delegated by the Board to execute the non-standard agreement with ZOLL Medical Corporation for Zoll Defibrillators to provide nursing simulation and skills practiced in Continuing Education specialized healthcare programs utilizing the bid waiver for single/sole source. Fiscal Impact: \$61,071.03.**

**Presenter(s):** Steven Tinsley,

**What is the purpose of this contract and why is it needed?** The purpose of this contract is to purchase six (6) Zoll defibrillators for continued usage in Continuing Education specialized skills training programs, including; Critical Care Nursing, Advanced Cardiac Life Support and Paramedic/EMT Refresher. Why is it needed: Zoll defibrillator skills practice are heavily embedded in Continuing Education Health Sciences course curriculum and require regular technical maintenance by the manufacturer. The existing defibrillators, LIFEPAK 12 & 20 support ended October 2020 and will be discontinued. The six (6) new r-series defibrillators, manufactured by Zoll, will be used in various specialized healthcare simulations, and will be maintained and supported by the manufacturer. Zoll is the preferred defibrillator equipment used by our healthcare partners (Broward Health and Memorial Healthcare) and community first responders. Students sent by our hospital partners and community students will be trained on Zoll r-series defibrillators, the recommended equipment.

**What procurement process or bid waiver was used and why?** The bid waiver exception selected is single/sole source for purposes of economy/efficiency in standardization per FLDOE Rule 6A-14.0734 and College Procedure A6Hx2-6.34. In addition, three competitive quotes were obtained and Zoll is the most affordable and met all requirements to provide training for healthcare partners and the healthcare community. The Zoll defibrillators will be procured through a single/sole source bid waiver with review of the vendor's terms and conditions by the College's legal office.

**Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting?** Yes, this expenditure was budgeted.

**What fund, cost center and line item(s) were used?** Fund: FD102, Cost Center: CC0084, Line Item: 64500: Other Services.

**Has Broward College used this vendor before for these products or services?** Yes, Broward College has used Zoll products and services for the past 10 years.

**Was the product or service acceptable in the past?** Yes, Zoll defibrillators were acceptable and provided opportunities to train healthcare partners and community students. Training provides life saving techniques students will experience in the healthcare work environment.

**Was there a return on investment anticipated when entering this contract?** Yes. Over the past 10 years, use of defibrillators has exposed students to the type of equipment used at local hospitals and by first responders. Investing in the Zoll r-series would provide access for continuous skills training that are in alignment and

practiced in real-life emergency care. Students using these defibrillators will be equipped with the knowledge and skillset necessary to save a life.

**Was that return on investment not met, met, or exceeded and how?** Yes, the return on investment was met. Students completing Continuing Education specialized healthcare trainings through their sponsored hospitals report a high level of satisfaction with the training received.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?**

This directly feeds into the Social Enterprise strategy:

1. **Empower Student Development**, as it provides the learner with a customized learning experience which was designed based on student and community (partners) needs.
2. **Answer the Call for Health Care Professionals**, as we address community healthcare needs by preparing students for work in community healthcare organizations.
3. **The fuel for our strategy:** Financial Innovation (revenue generation program)

**Did the vendor amend Broward College’s legal terms and conditions [to be answered by the Legal Office] if the College’s standard contract was used and was this acceptable to the Legal Office?**

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable.

**FISCAL IMPACT:**

Description: The estimated cost is \$61,071.03. CC0084, BU060, FD102, PG000068. This purchase is to replace defibrillators currently used during specialized healthcare trainings.

<b>06/25/24</b>	<b>CC0084 · CWE Health Education Supplemental</b>	<b>(\$61,071.03)</b>
	CC0084, BU060, FD102, PG000068	

APPROVAL PATH: 12194 Zoll Medical Corporation - Defibrillators

 **Workflow**

 Synchronize Routing

 Edit View

 Add Work Item

Stage	Reviewer	Description	Due Date	Status	
1	Diane Peart	AVP Review		 Completed	
2	Steven Tinsley	SVP of Workforce Education and In		 Completed	
3	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
4	Zaida Riollano	Procurement Approval		 Completed	
5	Christine Sims	Budget Departmental Review		 Completed	
6	Rabia Azhar	CFO Review		 Completed	
7	<b>Legal Services Review Group</b>	Review and Approval for Form and		 Completed	
8	<b>Electronic Signature(s)</b>	Signatures obtained via DocuSig 		 Completed	
9	<b>Pending Counter-Signature(s)</b>	Review		 Completed	
10	Natalia Triana-Aristizabal	Contracts Coordinator		 Completed	
11	Board Clerk	Agenda Preparation		 Pending	
12	District Board of Trustees	Meeting	10/08/24 11:00 AM	 Pending	

**PURCHASE ORDER/SUPPLIER CONTRACT FOR COMMODITIES AND SERVICES  
TERMS AND CONDITIONS**

**The below terms and conditions are applicable to both Purchase Orders AND Broward College's ordering vehicle entitled "Supplier Contract". Any reference below to "Purchase Order" shall refer to and have the meaning "Supplier Contract" when these terms and conditions are incorporated by reference in a Supplier Contract.**

This Purchase Order along with its Exhibits constitutes a binding contract between The District Board of Trustees of Broward College, located in the State of Florida ("College") and ZOLL Medical Corporation, a Massachusetts corporation ("Vendor" (collectively the "Parties")) named on the Purchase Order when accepted by the Vendor either by express acknowledgment or by commencement of work or shipment without reservations.

**1. STATEMENT OF GOOD OR SERVICE.** The College hereby engages the Vendor to provide the good or service as described in the attached proposal, quote, estimate, scope of work, statement of work, or statement of services, incorporated herein as Exhibit "A." Any inconsistency in this Purchase Order shall be resolved by giving precedence in the following order: (1) Purchase Order terms and conditions; (2) Exhibit "A;" (3) all other documents, including, but not limited to, drawings, descriptions, and sample(s).

**2. ASSIGNMENT/GUARANTOR.** The Vendor shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this Purchase Order without the prior written consent of the College. Any attempted assignment in violation of this provision shall be null and void. The Vendor shall not pledge the College's credit or make the College a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the College's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

**3. FORCE MAJEURE.** Notwithstanding any provisions of this Purchase Order to the contrary, the Parties shall not be held liable for any failure or delay in the performance of this Purchase Order that arises from disruptions or shortages in the global supply chain, fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the Parties. Failure to perform shall be excused during the continuance of such circumstances, but this Purchase Order shall otherwise remain in effect.

**4. APPLICABLE LAW AND VENUE.** Intentionally omitted.

**5. INDEMNIFICATION.** For value received, the Vendor shall indemnify and hold the College, its officers, directors, board of trustees, agents, assigns, and employees harmless from third party liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent directly caused by any defects in the product sold hereunder. The Vendor further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this Purchase Order. This paragraph shall survive the expiration or termination of this Purchase Order.

**6. ENTIRE AGREEMENT.** This Purchase Order states the entire understanding and agreement between the Parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this Purchase Order. The acceptance or acquiescence of any course of performance rendered under this Purchase Order shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This Purchase Order shall inure to the benefit of and shall be binding upon the Parties, their respective assigns and successors in interest.

**7. TERMINATION FOR DEFAULT.** A "material breach" of this Purchase Order is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the Purchase Order. If a Party materially fails to fulfill its obligations under this Purchase Order, the other Party will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The defaulting Party shall have thirty (30) days to cure the breach. If the defaulting Party fails to cure the breach within the thirty (30) day period, the non-defaulting Party shall issue a written Termination for Default Notice not less than sixty (60) days' prior. Either party may pursue whatever legal and/or equitable remedies it chooses regarding Vendor's breach of contract.

**8. TERMINATION FOR CONVENIENCE.** The Parties may terminate this Purchase Order with or without cause at any time for convenience upon sixty (60) calendar days' prior written notice to the Vendor. In the event of termination for convenience, the College shall compensate the Vendor for all shipped deliverables and/or services completed through the date of termination in accordance with Exhibit "A." The College shall be relieved of any and all future obligations hereunder including but not limited to, lost profits and consequential damages under this Purchase Order.

**9. DISPUTES.** In the event a dispute arises which the Vendor and the College cannot resolve between themselves, the Parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the Parties and the cost of the mediation shall be borne equally by the Parties. The mediation process shall be confidential to the extent permitted by law. Mediation shall not occur unless both Parties agree in writing. Nothing herein shall be construed to prevent Vendor or the College to seek relief in any court of competent jurisdiction.

**10. COMPLIANCE/LICENSES.** The Vendor, its employees, subcontractors or assigns shall obtain, at its own expense, all licenses, permits, and other authorizations necessary to comply with all applicable federal, state, and local laws and regulations relating to the performance of this Purchase Order. The Vendor is also responsible for compliance with all labor and employment laws as well as all Federal, State, and local discrimination laws. The Vendor is solely responsible for compliance with all labor and tax laws pertaining to its officers, agents, and Vendor employees and shall indemnify and hold the College harmless from any failure by Vendor to comply with such laws.

**11. PUBLIC RECORDS/REQUEST FOR CONTRACTOR RECORDS.** The Vendor shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the Vendor assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the Vendor and Vendor shall bear all costs and fees related to the same.

If the Vendor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Vendor must comply with public records laws, and shall:

(a) Keep and maintain public records required by the College to perform the service.

(b) Upon request from the College, provide the College with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Purchase Order term and following completion of the Purchase Order if the Vendor does not transfer the records to the College.

(d) Upon completion of the Purchase Order and upon request by the College, transfer, at no cost, to the College all public records in possession of the Vendor or keep and maintain public records required by the College to perform the service. If the Vendor transfers all public records to the College upon completion of the Purchase Order, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Purchase Order, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the College, upon request from the College's custodian of public records, in a format that is compatible with the information technology systems of the College.

(e) IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS PURCHASE ORDER,



CONTACT THE COLLEGE AT (954)201-7639, LEGALSERVICES@BROWARD.EDU, OR 111 EAST LAS OLAS BOULEVARD, #523, FORT LAUDERDALE, FL 33301.

IN ADDITION, THE VENDOR ACKNOWLEDGES THAT THE COLLEGE CANNOT AND WILL NOT PROVIDE LEGAL ADVICE OR BUSINESS ADVICE TO THE VENDOR WITH RESPECT TO ITS OBLIGATIONS PURSUANT TO THIS SECTION RELATED TO PUBLIC RECORDS. THE VENDOR FURTHER ACKNOWLEDGES THAT IT WILL NOT RELY ON THE COLLEGE OR ITS COUNSEL TO PROVIDE SUCH BUSINESS OR LEGAL ADVICE, AND THAT THE VENDOR IS HEREBY ADVISED TO SEEK BUSINESS/LEGAL ADVICE WITH REGARD TO PUBLIC RECORDS MATTERS ADDRESSED BY THIS PURCHASE ORDER. THE VENDOR ACKNOWLEDGES THAT ITS FAILURE TO COMPLY WITH FLORIDA LAW AND THIS PURCHASE ORDER WITH RESPECT TO PUBLIC RECORDS SHALL CONSTITUTE A MATERIAL BREACH OF THIS PURCHASE ORDER AND GROUNDS FOR TERMINATION PURSUANT TO PARAGRAPH 6.

**12. AUDIT.** The Vendor shall maintain all records, books and documents pertinent to the performance of this Purchase Order in accordance with generally accepted accounting principles consistently applied. The College shall have inspection and audit rights to such records for a period of 3 years from final payment under this Purchase Order. Records relating to any legal disputes arising from performance under this Purchase Order shall be made available until final disposition of the legal dispute.

**13. COLLEGE'S TAX EXEMPTION.** The Vendor shall not utilize the College's tax exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the College. The Vendor shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this Purchase Order.

**14. INVOICES AND PAYMENTS.** All invoices submitted by the Vendor shall contain the Purchase Order number. Invoices should include an itemization of the date, and description of the deliverable. Invoices may be submitted via email, facsimile or U.S. mail. The time at which payment will be due from the College will be approximately 30 days from date on the invoice

**15. VENDOR NOT TO LIMIT WARRANTY.** The Vendor warrants that the goods and services furnished will be free from defects in accordance with its standard product warranty.

**16. NONDISCRIMINATION.** The Vendor hereby assures that no person shall be excluded on the grounds of race, color, religion, national origin, disability, age, gender, marital status, sexual orientation or any other basis prohibited by law, from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The Vendor shall take all measures necessary to effectuate these assurances.

**17. AMENDMENTS.** This Purchase Order may be amended only when reduced to writing and signed by both Parties.

**18. PUBLIC ENTITY CRIMES/SDN LIST.** The Vendor, by its execution of this Purchase Order, acknowledges and attests that it, is not a State of Florida convicted vendor nor is it included on the State of Florida's discriminatory vendor list. The Vendor further understands and accepts that this Purchase Order shall be either void or subject to immediate termination by the College, in the event there is any misrepresentation or lack of compliance with the laws and the mandates of Section 287.133, Section 287.134, or Section 287.135, respectively, Florida Statutes. The College, in the event of such termination, shall not incur any liability to the Vendor for any work or materials furnished.

**19. TERMS/PROVISIONS.** Should any term or provision of this Purchase Order be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Purchase Order and the Purchase Order shall remain operable, enforceable and in full force and effect to the extent permitted by law.

**20. NOWAIVER OF SOVEREIGN IMMUNITY.** Nothing contained herein shall be construed or interpreted as: (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida or the United States; (2) the consent of the State of Florida or their respective officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (3) a waiver of sovereign immunity of the State of Florida or the United States by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Florida Statutes

Section 768.28 or beyond that provided by applicable law. This section shall survive the termination of all performance or obligations under this Purchase Order and shall be fully binding until such time as any proceeding brought on account of this Purchase Order is barred by any applicable statute of limitations.

**21. CONFLICT OF INTEREST.** This Purchase Order is subject to the provisions of Chapter 112, Florida Statutes, as currently enacted or as amended from time to time. By accepting this Purchase Order, Vendor certifies there is no conflict of interest as described in the statute. Prior to execution of this Purchase Order, prospective Vendor's must disclose, the name of any officer, partner, director, proprietor, or affiliated person (including but not limited to consultant, lobbyist, advisor, subcontractor, etc.) of your firm who is also an employee of the College or an immediate family member (spouse, domestic partner, child, in-law, etc.) of an employee of the College and has a material interest in the Prospective Vendor's firm. The prospective Vendor must also disclose gifts exceeding the statutory limits provided to a College employee, or an immediate family member in the last twelve (12) months.

**22. CONFIDENTIALITY.** To the extent that information about the College's employees or students is contained in records created, maintained or accessed by the Vendor and that this information is confidential and protected by the Family Educational Rights and Privacy Act of 1974 (FERPA) (20 U.S.C. 1232g), and/or any federal or state laws protecting personal information ("Protected Information"). Vendor agrees that: (i) it shall keep and maintain all "Protected Information" obtained during the performance of this Purchase Order, in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use or disclosure; (ii) will use and disclose Protected Information solely and exclusively for the purposes for which the Protected Information, or access to it, is obtained or provided, to perform the requested services in accordance with the terms and conditions of this Purchase Order, and not to use, sell, rent, transfer, distribute, or otherwise disclose or make available Protected Information for Vendor's own purpose or for the benefit of anyone other than the student, in each case, without student's prior written consent; and (iii) not directly or indirectly, disclose Protected Information to any person other than authorized College employees, or as may be requested by government authorities in the lawful performance of their duties.

The Vendor shall also perform and comply with clause 40 herein entitled "Background Checks."

At the request of the College, Vendor agrees to provide the College with a written statement of the procedures Vendor uses to safeguard Protected Information. Any breach of the requirements of this Confidentiality clause on the part of the awarded Vendor and its representatives may constitute grounds for immediate termination of contract.

**23. MARKETING.** Vendor may use the College's name in marketing materials for the purpose of publicizing contract awards; however, Vendor is prohibited from obtaining affirmations from College staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the Vendor as well as the products and/or services offered by the Vendor. The College, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. Vendor is strictly prohibited from releasing any statements to the media regarding work performed under this Purchase Order without the review, and the express prior written approval of the College. The College's approval is at its sole discretion; however, such approval will not be unreasonably withheld.

**24. NO CONSTRUCTION AGAINST DRAFTER.** Each Party has participated in negotiating and drafting this Purchase Order, so if an ambiguity or a question of intent or interpretation arises, this Purchase Order is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more provisions of this Purchase Order.



**ADDITIONAL TERMS AND CONDITIONS FOR COMMODITIES:**

**25. COLLEGE'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING.** All materials, drawings or other items provided by the College to the Vendor remain the property of the College and will be returned to the College upon demand. All containers, reels or pallets shipped with goods by the Vendor are to remain the property of the College unless otherwise agreed to in writing.

**26. SHIPMENT UNDER RESERVATION PROHIBITED.** Vendor is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

**27. DELIVERY TERMS & TRANSPORTATION CHARGES.** Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the Purchase Order, with freight prepay and add. Title and all risk of loss of the goods shall remain with the Vendor until the goods are received and accepted by the College, provided that any such acceptance shall occur no later than 30 days of receipt of the goods. Rejected materials will be returned to the Vendor in accordance with the Vendor's return policy.

**28. MATERIAL SAFETY.** In accordance with Title 29, C.F.R., Chapter XVII, and Chapter 442, Florida Statutes, it is the Vendor's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet at the time of delivery.

**29. VENDOR TO PACKAGE GOODS.** Vendor will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) Vendor's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. Vendor shall bear the cost of packaging unless otherwise specified in the Purchase Order.

**30. PRICES QUOTED.** Under no circumstances will the Vendor's price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the Purchase Order.

**31. COLLEGE'S RIGHT TO CANCEL.** Except as otherwise provided herein, the College may not cancel its order with the Vendor once said order has been placed.

The District Board of Trustees of Broward College

Signed by: Donald Astrab  
Signature: \_\_\_\_\_  
Donald Astrab  
Name: \_\_\_\_\_  
Interim President  
Title: \_\_\_\_\_  
9/16/2024  
Date: \_\_\_\_\_

ZOLL Medical Corporation

Signed by: Neil Johnston  
Signature: \_\_\_\_\_  
Neil Johnston  
Name: \_\_\_\_\_  
VP/GM Hospital Business Unit  
Title: \_\_\_\_\_  
9/16/2024  
Date: \_\_\_\_\_





**ZOLL Medical Corporation**

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

**TO: The District Board of Trustees of Broward College**  
 3501 Davie Road, Building 8  
 Davie, FL 33314

Attn: **Andrew Katan**

Tel: (954) 201-4519

**QUOTATION 424522 V:1**

DATE: July 29, 2024

TERMS: Net 30 Days

FOB: Destination \*\*

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	37120005201310012	<p><b>Non Clinical Training R Series ® ALS Defibrillator</b>  <b>includes:</b></p> <ul style="list-style-type: none"> <li>• Code Readiness testing system</li> <li>• High current biphasic waveform from rectilinear biphasic</li> <li>• OneStep 3 lead ECG cable with AHA markings</li> <li>• Advisory Defibrillation</li> <li>• Built-in test port, compact flash card slot</li> <li>• Integrated AC Power (120 VAC/60 Hz)</li> <li>• 5.8 Ah lithium ion battery pack ordered separately</li> <li>• <b>90 Day hospital warranty</b></li> </ul> <p><b>Available Parameters:</b></p> <p><b>Expansion Pack:</b></p> <ul style="list-style-type: none"> <li>• See-Thru ® -CPR filter and Compression Index</li> <li>• OneStep cable manager</li> <li>• Defib Mentor familiarization aid</li> </ul> <p><b>OneStep Pacing includes:</b></p> <ul style="list-style-type: none"> <li>• OneStep Pacing Cable (also supports CPR)</li> <li>• ECG leads</li> </ul> <p><b>Masimo Pulse Oximetry</b></p> <ul style="list-style-type: none"> <li>• Signal Extraction Technology</li> <li>• <b>Cable and Sensor not included</b></li> </ul> <p><b>NIBP includes:</b></p> <ul style="list-style-type: none"> <li>• RMT motion tolerance</li> <li>• For use with adult, pedi and neonatal patients</li> <li>• <b>Cuff and Hose are not included</b></li> </ul>	6	\$10,489.00	\$8,530.77	\$51,184.62

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

Kyle Pflugner  
 Territory Manager

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





**ZOLL Medical Corporation**

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

**TO: The District Board of Trustees of Broward College**  
 3501 Davie Road, Building 8  
 Davie, FL 33314

Attn: **Andrew Katan**

Tel: (954) 201-4519

**QUOTATION 424522 V:1**

DATE: July 29, 2024

TERMS: Net 30 Days

FOB: Destination

\*\*

FREIGHT: Prepay and Add

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		<b>EtCO2 includes:</b> • Cable and Sensor not included				
2	8019-0535-01	<b>SurePower™ Rechargeable Lithium Ion Battery Pack</b> ▪ 5.8 Ah Capacity ▪ High density lithium ion chemistry ▪ RunTime™ Indicator ▪ Automatic calibration ready ▪ Stores history of use and maintenance	6	\$967.00	\$758.50	\$4,551.00
3	8900-0224-01	<b>OneStep Complete Resuscitation Electrode (1 pair)</b>	12	\$137.00	\$107.42	\$1,289.04
4	8200-000100-01	Single Bay Charger for the SurePower and SurePower II batteries.	2	\$1,264.00	\$990.81	\$1,981.61
5	8000-000463-01	<b>R Series Carry Case</b>	6	\$423.00	\$331.28	\$1,987.68

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

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 Territory Manager

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
6	8 0 0 0 - 0 0 0 8 7 7 - 0 1	90mm Thermal Fan Fold Paper, plain white, BPA Free	2	\$50.00	\$38.54	\$77.08	
Reflects Educational Training Pricing.							
						<b>TOTAL</b>	<b>\$61,071.03</b>

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

Kyle Pflugner  
 Territory Manager

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

