

**INTEGRATION AGREEMENT FOR ANNUAL CONTRACT
FOR ZOLL X-SERIES 12 LEAD DEFIBRILATORS AND ACCESSORIES**

**REQUEST FOR OFFER ("RFO")
NO.: 6100008502**

This Agreement is entered into by and between the City of San Antonio, Texas, a home-rule municipal corporation (City), by and through its Director of Finance or said Director's designee, and Zoll Medical Corporation (Zoll), both of which may be referred to herein collectively as the "Parties".

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

1.0 CONTRACT DOCUMENTS

The terms and conditions for performance and payment of compensation for this Agreement are set forth in the following contract documents, true and correct copies of which are attached hereto and fully incorporated herein for all purposes, and shall be interpreted in the order of priority as appears below:

- 1.1 This Integration Agreement;
- 1.2 City's RFO No.: 6100008502, including all attachments and addenda thereto; and
- 1.3 Zoll's signed response to City's RFO No.: 6100008502.

2.0 MODIFICATIONS TO CONTRACT DOCUMENTS

The Contract Documents are hereby amended as described below.

- 2.1 Section 4, Specifications / Scope of Services, subsection entitled "DELIVERIES" is amended to read as follows:

Contractor shall make delivery of ancillary supplies to City within 10 calendar days after receipt of order and 60-90 calendar days for monitor/defibrillators. Delivery, as used in this section, means the goods ordered and received by City.

- 2.2 Section 5, Supplemental Terms & Conditions, subsections entitled "Original Contract Term" and "Renewals" are amended to read as follows:

Original Contract Term.

This contract shall begin on the effective date of the ordinance awarding the contract and terminate on June 30, 2019.

Renewals.

At City's option, this Contract may be renewed under the same terms and conditions for 3 additional 1 year period(s). Renewals shall be in writing and signed by Director, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

- 2.3 Section 5, Supplemental Terms & Conditions, subsection entitled "Temporary Short Term Extensions" is amended to read as follows:

City shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

- 2.4 Section 5, Supplemental Terms & Conditions, subsection entitled "Warranty", second paragraph is amended to read as follows:

ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

- 2.5 Section 6, General Terms & Conditions, subsection entitled "Failure to Deliver" is amended to read as follows:

When delivery is not met as provided for in the contract, and Vendor is given the opportunity to cure the default, City may make the purchase on the open market. In addition, Vendor may be removed from City's list of eligible bidders.

- 2.6 Section 6, General Terms & Conditions, subsection entitled "Acceptance by City" is amended to read as follows:

City shall have 90 days after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered if nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity, with prior written agreement by Vendor. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

- 2.7 Section 6, General Terms & Conditions, subsection entitled "Payment by City", 4th paragraph is amended to read as follows:

NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED.

- 2.8 Section 6, General Terms & Conditions, subsection entitled "Termination-Breach" is amended to read as follows:

Termination – Breach. Should vendor fail, in a timely and proper manner, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to immediately terminate the contract in whole or in part. Notice of termination shall be provided in writing to Vendor, effective upon the date set forth in the notice. City may, in City's sole discretion, provide an opportunity for Vendor to cure the default. If City elects to offer an opportunity to cure, City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such

termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

- 2.9 Section 6, General Terms & Conditions, subsection entitled "Termination-Notice" is hereby deleted.
- 2.10 Parties hereby agree that City's Price Schedule, identified in Attachment A to City's RFO No.: 6100008502, reflects the goods and services and their respective pricing, and that Zoll's quote with pricing indicated on Zoll's letterhead contained in Zoll's response to City's RFO is hereby deleted. In addition, the Parties agree that the document in Zoll's signed response to City's RFO entitled "ZOLL QUOTATION GENERAL TERMS & CONDITIONS" is hereby deleted.
- 2.11 The following items are hereby deleted from Section 4, SPECIFICATIONS / SCOPE OF SERVICES, Subsection "PRODUCT SPECIFICATIONS, and ATTACHMENT B, PRICE SCHEDULE:

- 6a: Patient Cable 4' (red)
- 6b: Patient Cable 10' (red)
- 6c: Ear Sensor (LNCS E1)
- 6d: Ear Sensor (M-LNCS E1)
- 6e: Patient Cable-4' (red MNC)
- 6f: Patient Cable-4' Rainbow
- 6g: Patient Cable-12' Rainbow
- 6h: Patient Sensor Adult Rainbow
- 6i: Patient Sensor Pediatric Rainbow
- 6j: Sensor M-LNCS DCI Resuable
- 6k: Dual Lumen NIBP 10' Hose Propaq MD
- 6l: Infant/Neonate-8' Single Lumen NIBP Hose
- 6m: Temperature Skin Probe-Adult YSI

- 7a: Temperature Adult Rectal Probe (YSI)
- 7b: 12-Lead Simulator
- 7c: Neonatal BP Cuff Kit (Size 1-5)
- 7d: Disposal BP Cuff-Soft Infant-2 tube
- 7e: Blood Pressure Cuff Child (2 tube)
- 7f: Blood Pressure Cuff Adult
- 7g: Blood Pressure Cuff Large Adult
- 7h: Filterline Set, Adult/Pediatric
- 7i: Smart CapnoLine Plus 02 Adult
- 7j: Blood Pressure Cuff Thigh

Catalog Purchases (from Section 4, SPECIFICATIONS / SCOPE OF SERVICES) and Item 2 – Catalog Discount, entire section (from Price Schedule).

3.0 ENTIRE AGREEMENT

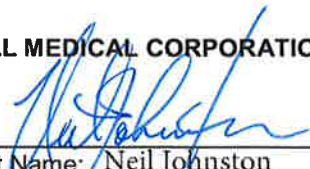
This Agreement, together with its attachments and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless the same are in writing, dated subsequent to the date hereto, and duly executed by the parties.

EXECUTED and **AGREED** to as of the dates indicated below. This Agreement may be executed in multiple copies, each of which shall constitute an original.

CITY OF SAN ANTONIO

ZOLL MEDICAL CORPORATION

Print Name: _____
Title: _____
Date: _____



Print Name: Neil Johnston
Title: Group VP North American Sales
Date: 6-15-2017

Approved as to Form:

Assistant City Attorney