



BOARD OF COUNTY COMMISSIONERS

DATE: February 24, 2015

AGENDA ITEM NO. 6

Consent Agenda ☒

Regular Agenda ☐

Public Hearing ☐

County Administrator's Signature:

Subject:

Sole Source Purchase: Electro-cardiograph (ECG) Monitor/Defibrillators and Services
Bid No.: 145-0099-SS (RG)

Department:

Emergency Medical Services (EMS) and Fire
Administration / Purchasing

Staff Member Responsible:

Craig Hare / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS APPROVE THE SOLE SOURCE PURCHASE OF ELECTROCARDIOGRAPH MONITOR / DEFIBRILLATORS AND SERVICES WITH PHILIPS HEALTHCARE, A DIVISION OF PHILIPS ELECTRONICS NORTH AMERICA CORPORATION (PHILIPS), ANDOVER, MASSACHUSETTS.

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENT AND THE CLERK ATTEST.

Summary Explanation/Background:

This negotiated sole source request is for the purchase of Philips ECG Monitors, Defibrillators and services to support the clinical requirements of Pinellas County EMS and Fire Administration.

In 2010, following a competitive Request for Proposal process, the Board approved a contract for the purchase of Philips ECG's and Defibrillators, which standardized EMS system biomedical equipment, allowing for a seamless operation on each monitor as well as, minimizing treatment delays on scene and during patient transport. Since then, County EMS has invested approximately \$2.3M (system-wide) on 104 Philips ECG's and defibrillators to support the eighteen (18) Advanced Life Support (ALS) First Responder Agencies.

The useful life of the equipment is six (6) to eight (8) years. Most of the equipment is still under warranty, which become void if defects to equipment are caused by inadequate maintenance or third party supplied software. Philips, who is the manufacturer of the equipment, owns the proprietary rights of the software that is installed in the equipment, and is the sole on-site and bench service provider for the equipment. On December 10, 2014, the Purchasing Department advertised the intent to sole source purchase ECG's and defibrillators sole source from Philips; no responses were received.

EMS will begin planned replacement of the oldest units in Fiscal Year 2016 or later. The current agreement expires in February 2015 and EMS must have a contract in place to provide for equipment price guarantees, warranties, repairs, maintenance, and support services.

The negotiated contract with Philips' offers the following:

- A guaranteed price structure and trade-in value of current devices for the length of the contract.
- 50% to 54% tiered discount on automated external defibrillators and 32% to 45% discount on devices and training materials.
- Warranty and on-site service plan.
- Annual preventive maintenance services.

The contract will be for a thirty-six (36) month term with a provision for two (2) twelve month term extensions pending pricing, terms and conditions remain the same, with County Administrator approval. Commencing the second year of the contract, EMS anticipates the replacement of approximately fifty-two (52) units per year, at an approximate cost of \$23,000 per device.

Fiscal Impact/Cost Summary:

Funding is provided through the EMS First Responders Fund.

Estimated Year 1 expenditure not to exceed:	\$100,000.00
Estimated Year 2 expenditure not to exceed:	\$1,200,000.00
Estimated Year 3 expenditure not to exceed:	\$1,200,000.00
Total Estimated thirty-six (36) month expenditure not to exceed:	<u>\$2,500,000.00</u>

Exhibits/Attachments:

- Contract Review
- Agreement



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 46213

PROJECT: PHILIPS ELECTRO-CARDIOGRAPH MONITORS / DEFIBRILLATORS

CONTRACT NUMBER: 145-0099-SS(RG)

TYPE: ☒ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage

PRODUCT ONLY ☐

This is an annual contract. Estimated 36-month expenditure: \$2,100,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Asst. Director		<i>[Signature]</i>		
2.	Requesting Dept. C. Hare, Director	12/09/14	C. HARE	MINOR D BOARD MEMO	

Using Dept please provide below information:

A. ☐ Yes, funding for this project is using grant funding. ☐ No, funding for this project is not using grant funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

B. _____ Initial and Date Funding is available for this project.
Provide title of funding source _____

C. Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Email)

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	12/11/14	VEN	See Ins. requirements, contract changes p 4, 5, 7	HIGH RISK NOT HIGH RISK
4.	Legal Attn: Miles Belknap	12/17/14	MB		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Rosa E. Garcia, Procurement Analyst Coordinator at Extension 4-3148

Revised 11/2014 (all types)

Final Contract Documents, including various revisions
Comments in this Contract review are being reviewed/revised by
Philips.
LOL does NOT apply to Third party which is good
but further LOL in indemnification @ \$500,000 is
too low in my opinion - \$5,000,000
Is Service Agreement Separate - Legal needs to Review

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2015 by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Philips Electronics North America Corporation, a Delaware corporation, authorized to do business in Florida, hereinafter referred to as the "Contractor" and together the "Parties".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for ELECTRO-CARDIOGRAPH MONITOR/DEFIBRILLATORS AND SERVICES; and

WHEREAS, Contractor has demonstrated that it is able to satisfactorily provide the Electro-Cardiograph Monitor/Defibrillators and services; and

NOW THEREFORE, In consideration of the above and mutual covenants contained herein, the Parties agree as follows:

1. **SERVICES TO BE PERFORMED.**

The Contractor hereby agrees to provide the County with ELECTRO-CARDIOGRAPH MONITOR/DEFIBRILLATORS AND SERVICES, as requested and more specifically outlined in Exhibit 1, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. **TERM OF AGREEMENT/TERM EXTENSION.**

Services performed pursuant to this Agreement shall commence upon execution of this Agreement and continue for a period of thirty-six (36) months, unless canceled or terminated as provided herein. The Agreement may be extended subject to written notice of agreement from the County and Contractor, for two (2) additional twelve month(s) period beyond the primary contract period. The extension shall be exercised only if; (1) all, terms and conditions remain the same; (2) approval is granted by the County Administrator or Director of Purchasing and (3) any price increase or decrease is approved in writing by both Parties.

3. **AMENDMENT OF THE AGREEMENT.**

This Agreement may be amended only by mutual written agreement of the Parties.

4. **ASSIGNMENT/SUBCONTRACTING.**

The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger results in a conflict of interest or a violation of any local, state or federal law.

5. **COMPENSATION.**

County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified Schedule 1. Acceptance is defined as receipt of the EKG Monitoring Equipment. Each unit is a stand-alone device that does not require installment payments or special system setup to be functional. Payment shall be: (1) due 45 days after acceptance; and (2) made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act. The County shall have no obligation to pay any amount to Philips in excess of the price of the County's selected Service Program shown on Schedule 1 for services performed pursuant to this Agreement. The Parties agree that if Services become necessary due to intentional, willful, or malicious damage to a product, Contractor will only be obligated to perform those Services pursuant to a written amendment for additional Services establishing the mutually agreed scope and compensation. The Parties agree any increase in this sum will be by mutual written amendment. It is acknowledged and agreed by Philips that this compensation constitutes a limitation upon County's obligation to compensate Philips for the Services required by this Agreement, but does not constitute a limitation upon Philip's obligation to perform all the Services required by this Agreement.

Term extensions will allow for price adjustments, (increase or decrease) in an amount not to exceed three percent (3%) in any subsequent renewal term.

It is the Contractor's responsibility to request any pricing adjustment increase under this provision. For any adjustment to commence on the first day of any exercised extension period, the Contractor's request for adjustment increase should be submitted at time of the extension request from the County. If no adjustment request is received from the Contractor, the County will assume the Contractor has agreed that the extension term may be exercised without an upward pricing adjustment. Any increase adjustment request received after the commencement of a new extension period may not be considered.

6. **RELATIONSHIP OF PARTIES.**

The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County.

7. **AUDIT.**

The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-156 through 2-176).

8. **INDEMNIFICATION.**

Contractor agrees to indemnify, defend, and hold harmless the County, its officers, employees and agents from all third party damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, brought on account of any personal injuries (as used herein "personal injuries" refers to bodily injuries as well as other types of injuries or damages categorized as personal injuries in insurance or other trade usage) or damages to tangible property (up to the cost to repair or replace such damaged property) to the extent caused by the negligent acts or omissions or misconduct of Contractor. If a complaint alleges facts that would support a claim of negligence against Contractor, then Contractor will defend such claim to the extent of Contractor's claimed negligence, even if the allegations are subsequently determined to have no merit or Contractor ultimately is not obligated to indemnify County. However, Contractor's obligation to defend will terminate when the allegations are determined by final order in the proceeding, settlement, or agreement (which agreement will not be unreasonably withheld) of the County either to have no merit or that Contractor is not obligated to indemnify County.

Contractor agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage, or expense, including reasonable counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this Agreement, provided County (i) provides Contractor prompt written notice of the claim; (ii) grants Contractor full and complete information and assistance necessary for Contractor to defend, settle, or void the claim; and (iii) gives Contractor sole control of the defense or settlement of the claim.

In the event; (a) Contractor's product is found to or believed by Contractor to infringe such a claim; or (b) County has been enjoined from using the Contractor's product pursuant to an injunction issued by a court of competent jurisdiction, Contractor may, at its sole option: (i) procure the right for the County to use the product; (ii) replace or modify the product to avoid infringement; or (iii) refund to County the product purchase price upon the return of the original product. Such obligation shall survive acceptance of the goods and payment thereof by the County.

Contractor's liability for claims, other than personal injury or property damage, is capped at \$5,000,000.

9. **GOVERNING LAW.**

The laws of the State of Florida shall govern this Agreement.

10. **COMPLIANCE WITH LAWS.**

Contractor shall comply with all applicable federal, state, in the performance of its obligations under this Agreement, including the procurement of permits, licenses and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, privacy of medical records and information, and public records laws including the requirements specified in Fla. Stat. 119.0701. Contractor is and shall remain an independent contractor, and Contractor acknowledges that it is responsible for complying with the applicable provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to County that Contractor is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the applicable provisions stated therein. Failure to comply with any of the above referenced and applicable provisions shall be considered a material breach of the Agreement. Nothing in this Agreement, including all incorporated documents, shall limit the Parties' obligations to comply in all respects with the applicable provisions of Florida's public records laws.

11. **SEVERABILITY.**

The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance

of the Agreement impossible to perform.

12. **DOCUMENTS COMPRISING AGREEMENT.**

The terms and conditions stated herein constitute the Agreement for ELECTRO-CARDIOGRAPH MONITOR/DEFIBRILLATORS AND SERVICES, as well as the following Contract Documents, which are incorporated herein by reference.

- a. Contractor's Certificate of Insurance
- b. Exhibit 1 – Products and Pricing
- c. Exhibit 2 – Trade-in offer
- d. Exhibit 3 – Software License
- e. Exhibit 4 – County's Insurance Requirements.
- f. Schedule 1 – Service Agreement Terms and Conditions, Service Pricing and Warranty

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other Contract Documents, and the terms of the remaining Contract Documents shall be given preference in their above listed order.

13. **PROVISION FOR OTHER AGENCIES.**

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the proposal prices submitted in accordance with said proposal terms and conditions therein, should any said governmental entity desire to buy under this proposal.

Eligible Users shall mean all state of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities). which may desire to purchase under the terms and conditions of the contract.

14. **INSURANCE.**

Contractor shall comply with the insurance requirements set out in the Insurance Exhibit, attached hereto and incorporated herein by reference.

15. **TERMINATION.**

- a. Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

- b. Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.
- c. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items/services which have not been delivered within the period of time stated in proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.
- d. The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement for a new fiscal period, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon such notice, this Agreement shall terminate on the last day of the current fiscal period without penalty to the County.

16. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS.**

The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. In the event of a corporate acquisition and/or merger; the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

17. **ADDITIONAL REQUIREMENTS.**

The County reserves the right to request additional services relating to this Agreement from the Contractor. When approved by the County as an amendment to this Agreement and authorized in writing, the Contractor shall provide such additional requirements as may become necessary.

18. **ADD/DELETE LOCATIONS/SERVICES.**

The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this contract in accordance with the terms, conditions, and specifications.

IN WITNESS WHEREOF the parties herein have executed this Agreement for ELECTRO-CARDIOGRAPH MONITOR/DEFIBRILLATORS AND SERVICES.

PINELLAS COUNTY, FLORIDA
by and through its Board of County
Commissioners

Philips Healthcare, a division of Philips Electronics
North America Corporation

Chairman

Authorized signatory

Print name/Title

Print name/Title

Attest: Deputy Clerk

Attesting witness name/title:

*Approved as to Form: Assistant County
Attorney*

Contract mgr paralegal

EXHIBIT 1 PRODUCTS AND PRICING

Tiered discounting for FRx capital equipment placed via a single purchase order.

Years 1-3 (Initial Term)

1- 150 FRx AED Devices	50% discount
151-250 FRx AED Devices	52% discount
251+ FRx AED Devices	54% discount

The three (3) year average purchases made in the initial term will be used to determine tiered discounts in years 4 & 5.

Pinellas County must notify Philips when the tiered purchase volumes are attained.



Prepared for Pinellas County

Product Group	Philips Product Number	Old/Legacy Product Number	Product Description	Current CPL	% Discount	Net Price
MRx	860376	860376	MRx Wireless Link Upgrade - Verizon	\$5,025.00	45.00%	\$2,763.75
	860377	860377	MRx Wireless Link Upgrade-AT&T	\$5,025.00	45.00%	\$2,763.75
	860378	860378	MRx Wireless Link Upgrade-Generic	\$5,025.00	45.00%	\$2,763.75
	860383	860383	MRx Generic Wireless Link for Bluetooth	\$1,995.00	45.00%	\$1,097.25
	860384	860384	MRx Verizon Wireless Link for Bluetooth	\$1,995.00	45.00%	\$1,097.25
	860385	860385	MRx AT&T Wireless Link for Bluetooth	\$1,995.00	45.00%	\$1,097.25
	860406	860406	MRx White to Grey Upgrade	\$8,200.00	45.00%	\$4,510.00
	860406	860406 A20	A20 Base Unit (gray)	\$0.00	45.00%	\$0.00
	860406	860406 A22	A22 SpO2, NIBP (gray)	\$0.00	45.00%	\$0.00
	860406	860406 A23	A23 SpO2, NIBP, CO2 (gray)	\$0.00	45.00%	\$0.00
	860406	860406 A25	A25 SpO2, BP, CO2, Tmp (gray)	\$0.00	45.00%	\$0.00
	860406	860406 A26	A26 SpO2, BP, CO2, IP, Tmp (g)	\$0.00	45.00%	\$0.00
	860406	860406 C21	C21 Blk soft case-pads/paddles	\$0.00	45.00%	\$0.00
	861287	M3539A	AC Power Module	\$424.00	32.00%	\$288.32
	861289	M3536A	HeartStart MRx ALS monitor	\$10,700.00	45.00%	\$5,885.00
	861289	M3536A A01	A01 SpO2 (White)	\$1,645.00	45.00%	\$904.75
	861289	M3536A A02	A02 SpO2 and NBP (White)	\$4,650.00	45.00%	\$2,557.50
	861289	M3536A A03	A03 SpO2, NBP, etCO2 (White)	\$9,100.00	45.00%	\$5,005.00
	861289	M3536A A04	A04 EtCO2 (White)	\$4,500.00	45.00%	\$2,475.00
	861289	M3536A A05	A05 SpO2, BP, EtCO2, Temp (WHT)	\$10,200.00	45.00%	\$5,610.00
	861289	M3536A A06	A06 SpO2, BP, CO2, IBP&T (WHT)	\$12,450.00	45.00%	\$6,847.50
	861289	M3536A A07	A07 SpO2, NBP, IBP & Temp	\$8,169.00	45.00%	\$4,492.95
	861289	M3536A A11	A11 SpO2 and EtCO2	\$6,000.00	45.00%	\$3,300.00
	861289	M3536A A20	A20 Base unit (Gray)	\$515.00	45.00%	\$283.25
	861289	M3536A A21	A21 Unit w/SpO2 (Grey)	\$2,160.00	45.00%	\$1,188.00
	861289	M3536A A22	A22 Unit w/SpO2, NIBP (grey)	\$5,165.00	45.00%	\$2,840.75
	861289	M3536A A23	A23 SpO2, NIBP, CO2 (Grey)	\$9,615.00	45.00%	\$5,288.25
	861289	M3536A A24	A24 eTCO2 (grey)	\$5,015.00	45.00%	\$2,758.25
	861289	M3536A A25	A25 SpO2, BP, CO2, Tmp - G	\$10,715.00	45.00%	\$5,893.25
	861289	M3536A A26	A26 SpO2, BP, CO2, IP, Tmp - G	\$12,965.00	45.00%	\$7,130.75
	861289	M3536A A27	A27 SpO2 and EtCO2 (grey)	\$6,515.00	45.00%	\$3,583.25
	861289	M3536A B01	B01 Noninvasive Pacing	\$2,350.00	45.00%	\$1,292.50
	861289	M3536A B02	B02 12 Lead ECG acquisition	\$4,000.00	45.00%	\$2,200.00
	861289	M3536A B04	B04 75mm Printer - White	\$515.00	45.00%	\$283.25
	861289	M3536A B06	B06 12-LD Trans. Bluetooth	\$2,122.00	45.00%	\$1,167.10
	861289	M3536A B08	B08 Q-CPR	\$2,995.00	45.00%	\$1,647.25
	861289	M3536A B09	B09 Q-CPR Data Capture	\$200.00	45.00%	\$110.00
	861289	M3536A B10	B10 MRx Event Sum, Bluetooth	\$2,122.00	45.00%	\$1,167.10
	861289	M3536A B11	B11 MRx 12-LTx, Rosetta LT	\$2,186.00	45.00%	\$1,202.30
	861289	M3536A B12	B12 Batch LAN Data X-fer	\$515.00	45.00%	\$283.25
	861289	M3536A B14	B14 Audio Recording	\$1,030.00	45.00%	\$566.50
	861289	M3536A B17	B17 ACI-TIPI & TPI	\$510.00	45.00%	\$280.50
	861289	M3536A B18	B18 Per. Clin. Data X-mit	\$1,591.00	45.00%	\$875.05
	861289	M3536A C01	C01 Water Resistant Paddles	\$710.00	45.00%	\$390.50
	861289	M3536A C03	C03 Data Card	\$98.00	45.00%	\$53.90
	861289	M3536A C05	C05 Lithium Ion Battery	\$415.00	45.00%	\$228.25
	861289	M3536A C06	C06 AC Power Module	\$425.00	45.00%	\$233.75
	861289	M3536A C07	C07 Barrel Style Cable	\$0.00	45.00%	\$0.00
	861289	M3536A C10	C10 5/5 Grabber ECG Lead Sets	\$0.00	45.00%	\$0.00
	861289	M3536A C11	C11 Long(2.7m) ECG Trunk Cable	\$0.00	45.00%	\$0.00
	861289	M3536A C12	C12 3/7 Snap ECG Lead Sets	\$0.00	45.00%	\$0.00
	861289	M3536A C16	C16 Shielded 12Ld ECG Cble Set	\$83.00	45.00%	\$45.65
	861289	M3536A C20	C20 Red hard case, det. pouch	\$0.00	45.00%	\$0.00
	861289	M3536A C21	C21 Blk soft case-pads/paddles	\$0.00	45.00%	\$0.00
	861289	M3536A C22	C22 Blk hard case, det.pouch	\$0.00	45.00%	\$0.00
	861289	M3536A D01	D01 Wireless Link-Generic	\$4,995.00	45.00%	\$2,747.25
	861289	M3536A D02	D02 Wireless Link-Verizon	\$4,995.00	45.00%	\$2,747.25
	861289	M3536A D03	D03 Wireless Link-AT&T	\$4,995.00	45.00%	\$2,747.25
	861289	M3536A LP1	LP1-User Instructions Guide	\$0.00	45.00%	\$0.00
	861289	M3536A LP2	LP2-User Training Video	\$27.00	45.00%	\$14.85
	861289	M3536A LP3	LP3-User Video-DVD	\$27.00	45.00%	\$14.85
	861289	M3536A LPK	LPK-Label for AED emphasis	\$0.00	45.00%	\$0.00
	861289	M3536A SM1	SM1-Service Manual	\$79.00	45.00%	\$43.45
	861289	M3536A SM3	SM3-Service Training Video	\$27.00	45.00%	\$1,130.25
	861289	M3536A STDADAPTER	M3508A Standard Pad Cable	\$0.00	45.00%	\$0.00
	861289	M3536A W01	W01 1-Year, on-site warranty	\$0.00	45.00%	\$0.00
	861289	M3536A W22	W22 2-yr Bench Repair Warranty	\$0.00	45.00%	\$0.00
	861289	M3536A WA2	3-Year Biomed Warranty	\$0.00	45.00%	\$0.00
	861298	M3534A	HS MRx 12-Lead ECG upgrade	\$0.00	45.00%	\$0.00
	861298	M3534A B02	B02 12-Lead ECG Acquisition	\$4,120.00	45.00%	\$2,666.00
	861298	M3534A B04	B04 75mm Printer (white)	\$922.00	45.00%	\$507.10



Prepared for Pinellas County

Product Group	Philips Product Number	Old/Legacy Product Number	Product Description	Current CPL	% Discount	Net Price
	861301	M3530A	HeartStart MRx SpO2 upgrade	\$2,055.00	45.00%	\$1,130.25
	861302	M3531A	HeartStart MRx NBP upgrade	\$3,605.00	45.00%	\$1,982.75
	861303	M3532A	HeartStart MRx etCO2 upgrade	\$5,351.00	45.00%	\$2,943.05
	861323	M3801A	12-lead Transmission-BlueTooth	\$2,440.00	45.00%	\$1,342.00
	861325	861325	MRx Event Summary, BT Upgr	\$2,440.00	45.00%	\$1,342.00
	861326	861326	MRx 12-LTx, Rosetta LT Upgr	\$2,652.00	45.00%	\$1,458.60
	861332	M4771A	MRx Q-CPR Data Capture Upgrade	\$200.00	45.00%	\$110.00
	861333	M4772A	MRx Audio Recording Upgrade	\$1,236.00	45.00%	\$679.80
	861359	861359	HS MRx Invasive Blood Pressure Upgrade	\$2,369.00	45.00%	\$1,302.95
	861360	861360	HS MRx Temperature Upgrade	\$1,236.00	45.00%	\$679.80
	861440	861440	HeartStart Telemedicine System	\$0.00	45.00%	\$0.00
	861440	861440_A01	Option A01 - Classic 12-Lead Edition	\$2,995.00	45.00%	\$1,647.25
	861440	861440_A03	Option A03 - Critical Care Edition	\$4,995.00	45.00%	\$2,747.25
					45.00%	\$0.00
	861441	861441	HeartStart Telemedicine System Upgrade	\$0.00	45.00%	\$0.00
	861441	861441_A01	Option A01 - Classic 12-Lead Edition	\$299.00	45.00%	\$164.45
	861441	861441_A03	Option A03 - Critical Care Edition	\$1,995.00	45.00%	\$1,097.25
	861442	861442	MRx ACL-TIPI & TPI Upgrade	\$567.00	45.00%	\$311.85
	861443	861443	MRx Periodic Clinical Data Trans Upgrade	\$1,854.00	45.00%	\$1,019.70
	861444	861444	MRx CPR Meter Upgrade	\$2,995.00	45.00%	\$1,647.25
	861447	861447	MRx Batch Data Transfer Upgrade	\$618.00	45.00%	\$339.90
	861453	861453	Add'l Telemedicine Viewer Client Licens	\$0.00	45.00%	\$0.00
	861453	861453_A01	Option A01 - Single PC License	\$1,000.00	45.00%	\$550.00
	861485	861485	HS MRx EMS Software Upgrade	\$103.00	45.00%	\$56.65
	453564042671	453564042671	HeartStart MRx NR Quick Cards English	\$37.00	45.00%	\$20.35
	453564045001	453564045001	HeartStart MRx User Video NTSC	\$37.00	45.00%	\$20.35
	453564063841	453564063841	NIBP Calibration Kit	\$558.00	45.00%	\$306.90
	453564063851	453564063851	EtCO2 Calibration Kit	\$734.00	45.00%	\$403.70
	989803133821	M5529A	DC Power Module	\$783.00	45.00%	\$430.65
	989803135301	989803135301	2-Bay Analyzer For HS Li-Ion Batteries	\$1,385.00	45.00%	\$761.75
	989803135331	989803135331	4-Bay Analyzer For HS Li-Ion Batteries	\$2,570.00	45.00%	\$1,413.50
	989803145341	M3808A	HS MRx Therapy Board Upgrade	\$1,854.00	45.00%	\$1,019.70
	989803146521	M4773A	MRx Internal/External Data Card Upgrade	\$575.00	45.00%	\$316.25
	989803153411	989803153411	MRx Internal Bluetooth Card	\$212.00	45.00%	\$116.60
	989803158661	989803158661	Replacement Pads/CPR Meter Cable	\$180.00	45.00%	\$99.00
	989803162401	989803162401	Replacement CPR Meter	\$1,200.00	45.00%	\$660.00
	989803174261	989803174261	MRx Black Soft Carry Case Straps	\$30.00	45.00%	\$16.50
HeartStart OnSite Automated External Defibrillator						
	M5066A		HeartStart OnSite AED (customer must choose a carry	\$1,354.00	35.00%	\$880.10
		Option C01	Standard Carry Case, OnSite (recommended; space	\$1,455.00	35.00%	\$945.75
		Option C02	Slim Carry Case, OnSite	\$1,389.00	35.00%	\$902.85
		Option C03	HeartStart Carrying Case, Plastic Waterproof Shell	\$1,581.00	35.00%	\$1,027.65
		Option R01	HeartStart HS1 Ready-Pack (includes: Standard	\$1,512.00	35.00%	\$982.80
HeartStart OnSite Accessories						
	M5070A		Battery, Long-Life LiMnO2, HS1/FRx	\$169.00	35.00%	\$109.85
	M5071A		HeartStart Adult SMART Pads Cartridge, HS1	\$67.00	35.00%	\$43.55
	M5072A		Infant/Child SMART Pads Cartridge, HS1	\$108.00	35.00%	\$70.20
	68-PCHAT		Fast Response Kit	\$46.00	35.00%	\$29.90
HeartStart Cabinets, Cases & Wall Mounts						
	989803136531		Defibrillator Cabinet, Basic	\$253.00	35.00%	\$164.45
	PFE7023D		Defibrillator Cabinet, Premium, Semi-recessed	\$469.00	35.00%	\$304.85
	PFE7024D		Defibrillator Cabinet, Premium, Wall Surface	\$440.00	35.00%	\$286.00
	M5075A		Carrying Case, HS1 (when ordering case alone)	\$133.00	35.00%	\$86.45
	M5076A		Slim Carrying Case, HS1 (when ordering case alone)	\$112.00	35.00%	\$72.80
	989803170891		AED Wall Mount	\$98.00	35.00%	\$63.70
	M3859A		Secure-Pull Seal, 10-pack	\$11.00	35.00%	\$7.15
	YC		Carrying Case, Plastic Waterproof Shell	\$227.00	35.00%	\$147.55
HeartStart Wall Signs, Awareness Placards, Posters						
	989803170921		AED Wall Sign, red	\$36.00	35.00%	\$23.40
	989803170901		AED Awareness Placard, red	\$27.00	35.00%	\$17.55
	861476		AED Awareness Posters (4-pack) [opt. ABA English, opt. ABE Spanish, opt. ABF French]	\$22.00	35.00%	\$14.30
	861477		AED Wall Mount and Signage Bundle	\$143.00	35.00%	\$92.95
	861478		AED Signage Bundle (includes: AED Wall Sign, AED Awareness Placards, and AED Posters)	\$66.00	35.00%	\$42.90
HeartStart OnSite Training Materials & Learning Products						
	M5085A		HeartStart OnSite Trainer	\$358.00	35.00%	\$232.70
	M5066-89100		HeartStart OnSite Toolkit	\$34.00	35.00%	\$22.10
	M5066-91900		OnSite Instructions for Use	\$23.00	35.00%	\$14.95
	M5066-97800		OnSite Quick Reference Guide	\$5.00	35.00%	\$3.25
	M5085-91900		OnSite Trainer Instructions for Use	\$11.00	35.00%	\$7.15
	M5087A		Replacement OnSite Trainer Carry Case	\$29.00	35.00%	\$18.85
	M5073A		Adult SMART Training Pads Cartridge	\$84.00	35.00%	\$54.60
	M5074A		Infant/Child SMART Training Pads Cartridge	\$91.00	35.00%	\$59.15



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Product Group	Philips Product Number	Old/Legacy Product Number	Product Description	Current CPL	% Discount	Net Price
		M5093A	Replacement Adult SMART Training Pads	\$34.00	35.00%	\$22.10
		M5094A	Replacement Infant/Child SMART Training Pads	\$34.00	35.00%	\$22.10
		M5088A	Internal Manikin Adapter (Compatible with HeartStart FRx Trainer 861306 only)	\$34.00	35.00%	\$22.10
		M5089A	External Manikin Adapters, 5-pack	\$58.00	35.00%	\$37.70
		M5090A	Adult Pads Placement Guide	\$29.00	35.00%	\$18.85
		989803139281	Infant/Child Pads Placement Guide	\$29.00	35.00%	\$18.85
Extended Warranties						
		989803130341	Extended Warranty (2 years) – HeartStart OnSite	\$407.00	35.00%	\$264.55
		989803130351	Extended Warranty (2 years) – Previously Sold HeartStart OnSite	\$407.00	35.00%	\$264.55
HeartStart Data Management						
		861451	Option A01 – HeartStart Data Messenger Software – Single PC	\$215.00	45.00%	\$118.25
		861451	Option A03 – HeartStart Data Messenger Software – Site-wide License	\$4,100.00	45.00%	\$2,255.00
		861487	Option A01 – HeartStart Configure Software	\$67.00	45.00%	\$36.85
		861489	Option A01 – HeartStart Event Review Software – Single PC	\$407.00	45.00%	\$223.85
		861489	Option A02 – HeartStart Event Review Software – Site-wide License	\$1,025.00	45.00%	\$563.75
		861489	Option A03 – HeartStart Event Review Software – Upgrade Single PC	\$104.00	45.00%	\$57.20
		861489	Option A04 – HeartStart Event Review Software – Upgrade Site-wide License	\$340.00	45.00%	\$187.00
		861431	Option A01 – HeartStart Event Review Pro Software – Single PC	\$2,570.00	45.00%	\$1,413.50
		861431	Option A03 – HeartStart Event Review Pro Software – Site-wide License	\$6,175.00	45.00%	\$3,396.25
		861436	Option A01 – HeartStart Event Review Pro Software – Upgrade Single PC	\$1,025.00	45.00%	\$563.75
		861436	Option A03 – HeartStart Event Review Pro Software – Upgrade Site-wide License	\$2,055.00	45.00%	\$1,130.25
		ACT-IR	Infrared Adapter Cable	\$134.00	45.00%	\$73.70
HeartStart FRx Automated External Defibrillator						
		861304	HeartStart FRx AED	\$1,952.00	50/52/54%	
		Option A01	HeartStart FRx AED Aviation Bundle	\$1,975.00	50/52/54%	
		Option C01	HeartStart FRx Carrying Case	\$2,099.00	50/52/54%	
		Option C03	HeartStart Carrying Case, Plastic Waterproof Shell	\$2,179.00	50/52/54%	
		Option R01	HeartStart FRx Ready-Pack (includes: carrying case, spare HeartStart SMART Pads II)	\$2,132.00	50/52/54%	
		Option R02	HeartStart FRx Ready-Pack Aviation Bundle (Uses TSO-142C battery. Order either A01 or R02, not both.)	\$2,156.00	50/52/54%	
HeartStart FRx Accessories						
		M5070A	Battery, Long-Life LiMnO2, HS1/FRx	\$169.00	35.00%	\$109.85
		989803139301	Battery, Aviation, FRx (complies with TSO C-142)	\$176.00	35.00%	\$114.40
		989803139261	HeartStart SMART Pads II, 1-set	\$56.00	35.00%	\$36.40
		989803139311	Infant/Child Key	\$105.00	35.00%	\$68.25
		68-PCHAT	Fast Response Kit	\$46.00	35.00%	\$29.90
HeartStart Cabinets, Cases & Wall Mounts						
		989803136531	Defibrillator Cabinet, Basic	\$253.00	35.00%	\$164.45
		PFE7023D	Defibrillator Cabinet, Premium, Semi-recessed	\$469.00	35.00%	\$304.85
		PFE7024D	Defibrillator Cabinet, Premium, Wall Surface	\$440.00	35.00%	\$286.00
		M5075A	Carrying Case, HS1 (when ordering case alone)	\$133.00	35.00%	\$86.45
		M5076A	Slim Carrying Case, HS1 (when ordering case alone)	\$112.00	35.00%	\$72.80
		989803170891	AED Wall Mount	\$98.00	35.00%	\$63.70
		M3859A	Secure-Pull Seal, 10-pack	\$11.00	35.00%	\$7.15
		YC	Carrying Case, Plastic Waterproof Shell	\$227.00	35.00%	\$147.55
HeartStart Wall Signs, Awareness Placards, Posters						
		989803170921	AED Wall Sign, red	\$36.00	35.00%	\$23.40
		989803170901	AED Awareness Placard, red	\$27.00	35.00%	\$17.55
		861476	AED Awareness Posters (4-pack) [opt. ABA English, opt. ABE Spanish, opt. ABF French]	\$22.00	35.00%	\$14.30
		861477	AED Wall Mount and Signage Bundle	\$143.00	35.00%	\$92.95
		861478	AED Signage Bundle (includes: AED Wall Sign, AED Awareness Placards, and AED Posters)	\$66.00	35.00%	\$42.90
HeartStart FRx Training Materials & Learning Products						
		861306	HeartStart FRx Trainer	\$369.00	35.00%	\$239.85
		989803139321	HeartStart FRx Toolkit (Includes PowerPoint presentations, presenter's guide, student guide, training DVD)	\$34.00	35.00%	\$22.10
		989803139341	FRx Product Training DVD	\$16.00	35.00%	\$10.40
		989803138731	FRx Owner's Manual	\$23.00	35.00%	\$14.95
		989803138601	FRx Quick Reference Guide	\$5.00	35.00%	\$3.25



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Product Group	Philips Product Number	Old/Legacy Product Number	Product Description	Current CPL	% Discount	Net Price
		989803139271	SMART Training Pads II (Infant/Child training applications, buy Infant/Child Key separately)	\$84.00	35.00%	\$54.60
		989803139291	Replacement SMART Training Pads II (Includes pads, wire and plug)	\$34.00	35.00%	\$22.10
		M5088A	Internal Manikin Adapter (Compatible with HeartStart FRx Trainer 861306 only)	\$34.00	35.00%	\$22.10
		M5089A	External Manikin Adapters, 5-pack	\$58.00	35.00%	\$37.70
		M5090A	Adult Pads Placement Guide	\$29.00	35.00%	\$18.85
		989803139281	Infant/Child Pads Placement Guide	\$29.00	35.00%	\$18.85
FRx Cross-Compatibility						
		05-10000	HeartStart Pads Adapter (QUIK-COMBO™)	\$42.00	35.00%	\$27.30
		05-10100	HeartStart Pads Adapter (Zoll™)	\$42.00	35.00%	\$27.30
		05-10200	HeartStart Pads Adapter (Barrel-style)	\$42.00	35.00%	\$27.30
Extended Warranties						
		989803143941	Extended Warranty (2 years) – New FRx	\$ 406.00	35.00%	\$263.90
		989803143951	Extended Warranty (2 years) – Previously sold FRx	\$ 406.00	35.00%	\$263.90
HeartStart Data Management						
		861451	Option A01 – HeartStart Data Messenger Software – Single PC	\$215.00	45.00%	\$118.25
		861451	Option A03 – HeartStart Data Messenger Software – Site-wide License	\$4,100.00	45.00%	\$2,255.00
		861487	Option A01 – HeartStart Configure Software	\$67.00	45.00%	\$36.85
		861489	Option A01 – HeartStart Event Review Software – Single PC	\$407.00	45.00%	\$223.85
		861489	Option A02 – HeartStart Event Review Software – Site-wide License	\$1,025.00	45.00%	\$563.75
		861489	Option A03 – HeartStart Event Review Software – Upgrade Single PC	\$104.00	45.00%	\$57.20
		861489	Option A04 – HeartStart Event Review Software – Upgrade Site-wide License	\$340.00	45.00%	\$187.00
		861431	Option A01 – HeartStart Event Review Pro Software – Single PC	\$2,570.00	45.00%	\$1,413.50
		861431	Option A03 – HeartStart Event Review Pro Software – Site-wide License	\$6,175.00	45.00%	\$3,396.25
		861436	Option A01 – HeartStart Event Review Pro Software – Upgrade Single PC	\$1,025.00	45.00%	\$563.75
		861436	Option A03 – HeartStart Event Review Pro Software – Upgrade Site-wide License	\$2,055.00	45.00%	\$1,130.25
		ACT-IR	Infrared Adapter Cable	\$134.00	45.00%	\$73.70
HeartStart FR3 Automated External Defibrillator						
		861388	HeartStart FR3 Text bundle with standard battery, SMART Pads III, and user documentation	\$2,799.00	40.00%	\$1,679.40
		861388	HeartStart FR3 Text bundle with FAA-compliant battery, SMART Pads III, and user documentation	\$2,824.00	40.00%	\$1,694.40
		Option A01				
		861389	HeartStart FR3 ECG bundle with standard battery, SMART Pads III, and user documentation	\$3,320.00	40.00%	\$1,992.00
		861389	HeartStart FR3 ECG bundle with FAA-compliant battery, SMART Pads III, and user documentation	\$3,345.00	40.00%	\$2,007.00
		Option A01				
HeartStart FR3 Accessories						
		989803150161	FR3 Primary Battery	\$270.00	35.00%	\$175.50
		989803150241	FR3 Rechargeable Battery	\$500.00	35.00%	\$325.00
		989803150171	FR3 FAA-compliant Battery	\$261.00	35.00%	\$169.65
		861394	FR3 Battery Charger for Use with Training and Rechargeable Batteries	\$310.00	35.00%	\$201.50
		989803149981	SMART Pads III, 1 set	\$46.00	35.00%	\$29.90
		989803149991	SMART Pads III, 5 sets	\$208.00	35.00%	\$135.20
		989803150101	FR3 Language Card	\$139.00	35.00%	\$90.35
		989803150011	Pad Sentry Insert (replacement part for Pads Sentry Insert in FR3 Case)	\$39.00	35.00%	\$25.35
		989803150111	FR3 Fast Response Kit (use only with Rigid System Case, Kits contents same as 68-PCHAT)	\$51.00	35.00%	\$33.15
		989803150031	FR3 Infant/Child Key	\$97.00	35.00%	\$63.05
		989803150211	Bottom Case Insert for FR3 System Case, Rigid (replacement part for Bottom Case Insert in FR3 Rigid System Case)	\$37.00	35.00%	\$24.05
		989803149941	CPR Meter Upgrade Kit (includes: CPR Meter, Cable Link, CPR Meter Cradle (for Rigid Case), User Documentation, Adhesive Pads (10-pack))	\$1,295.00	35.00%	\$841.75
		989803162401	Replacement CPR Compression Meter (does not include Cable Link, CPR Meter Cradle or Adhesive Pads) (same as for MRx)	\$1,236.00	35.00%	\$803.40
		989803149951	Cable Link , FR3 to CPR Meter	\$155.00	35.00%	\$100.75
		989803162231	CPR Meter Cradle, FR3 System Case, Rigid	\$23.00	35.00%	\$14.95
		989803163291	CPR Compression Meter Adhesive Pads (10-pack) (same as for MRx)	\$52.00	35.00%	\$33.80
		989803150041	3-Lead ECG Cable, AAMI (includes: Cable, Storage Bag, User Documentation)	\$305.00	35.00%	\$198.25



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Product Group	Philips Product Number	Old/Legacy Product Number	Product Description	Current CPL	% Discount	Net Price
		989803184831	FR3 Software Upgrade Kit, (one data card can be used to upgrade any number of units)	\$122.00	35.00%	\$79.30
HeartStart Cabinets, Cases & Wall Mounts						
		989803136531	Defibrillator Cabinet, Basic	\$253.00	35.00%	\$164.45
		PFE7023D	Defibrillator Cabinet, Premium, Semi-recessed	\$469.00	35.00%	\$304.85
		PFE7024D	Defibrillator Cabinet, Premium, Wall Surface	\$440.00	35.00%	\$286.00
		989803149971	FR3 System Case, Rigid – Fits AED, extra battery, extra set of SMART Pads III, FR3 Fast Response Kit)	\$243.00	35.00%	\$157.95
		989803179181	FR3 Small Case, Soft – Fits AED and extra set of SMART Pads III	\$160.00	35.00%	\$104.00
		989803179161	FR3 System Case, Soft – Fits AED, extra battery, extra set of SMART Pads III	\$164.00	35.00%	\$106.60
		989803170891	AED Wall Mount	\$98.00	35.00%	\$63.70
		M3859A	Secure-Pull Seal, 10-pack	\$11.00	35.00%	\$7.15
HeartStart Wall Signs, Awareness Placards, Posters						
		989803170921	AED Wall Sign, red	\$36.00	35.00%	\$23.40
		989803170901	AED Awareness Placard, red	\$27.00	35.00%	\$17.55
		861476	AED Awareness Posters (4-pack) [opt. ABA English, opt. ABE Spanish, opt. ABF French]	\$22.00	35.00%	\$14.30
		861477	AED Wall Mount and Signage Bundle	\$143.00	35.00%	\$92.95
		861478	AED Signage Bundle (includes: AED Wall Sign, AED Awareness Placards, and AED Posters)	\$66.00	35.00%	\$42.90
HeartStart FR3 Training Materials & Learning Products						
		861467 option A01	AED Trainer 3	\$451.00	35.00%	\$293.15
		989803171631	Remote Control for AED Trainer 3	\$48.00	35.00%	\$31.20
		989803150191	FR3 Training Pack- Includes Rechargeable Training Battery, Training Pads III, Interconnect Cable, External Manikin Adapter (Training Battery Charger sold separately)	\$305.00	35.00%	\$198.25
		861394	FR3 Training Battery Charger	\$310.00	35.00%	\$201.50
		989803150181	Replacement Training Pads III (use with Inter-connect Cable, Training Pads III)	\$26.00	35.00%	\$16.90
		989803150201	Interconnect Cable, Training Pads III	\$19.00	35.00%	\$12.35
FR3 Cross-Compatibility						
		05-10000	HeartStart Pads Adapter (QUIK-COMBO™)	\$42.00	35.00%	\$27.30
		05-10100	HeartStart Pads Adapter (Zoll™)	\$42.00	35.00%	\$27.30
		05-10200	HeartStart Pads Adapter (Barrel-style)	\$42.00	35.00%	\$27.30
HeartStart Data Management						
		989803150081	FR3 Bluetooth Transceiver Module	139.00	40.00%	\$83.40
		989803150061	FR3 Data Card	92.00	40.00%	\$55.20
		M3524A	Data Card Reader	174.00	40.00%	\$104.40
		861451	Option A01 – HeartStart Data Messenger Software – Single PC	\$215.00	45.00%	\$118.25
		861451	Option A03 – HeartStart Data Messenger Software – Site-wide License	\$4,100.00	45.00%	\$2,255.00
		861487	Option A01 – HeartStart Configure Software	\$67.00	45.00%	\$36.85
		861488	USB Bluetooth Dongle (required when using Bluetooth Transceiver Module and some computer systems)	\$50.00	45.00%	\$27.50
		861489	Option A01 – HeartStart Event Review Software – Single PC	\$407.00	45.00%	\$223.85
		861489	Option A02 – HeartStart Event Review Software – Site-wide License	\$1,025.00	45.00%	\$563.75
		861489	Option A03 – HeartStart Event Review Software – Upgrade Single PC	\$104.00	45.00%	\$57.20
		861489	Option A04 – HeartStart Event Review Software – Upgrade Site-wide License	\$340.00	45.00%	\$187.00
		861431	Option A01 – HeartStart Event Review Pro Software – Single PC	\$2,570.00	45.00%	\$1,413.50
		861431	Option A03 – HeartStart Event Review Pro Software – Site-wide License	\$6,175.00	45.00%	\$3,396.25
		861436	Option A01 – HeartStart Event Review Pro Software – Upgrade Single PC	\$1,025.00	45.00%	\$563.75
		861436	Option A03 – HeartStart Event Review Pro Software – Upgrade Site-wide License	\$2,055.00	45.00%	\$1,130.25
Medical Consumables						
Accessories						
ECG Cables and Leadsets						
	989803103811	M1500A	CBL 3 Lead ECG Patient Trunk, AAMI	\$136.00	32.00%	\$92.48
	989803103941	M1520A	CBL 5 Lead ECG Patient Trunk, AAMI	\$180.00	32.00%	\$122.40
	989803104381	M1605A	CBL Shielded 3-Ld, Snaps, Safety, AAMI	\$105.00	32.00%	\$71.40
	989803125841	M1968A	CBL 5 Leadset, Grabber, AAMI, ICU	\$113.00	32.00%	\$76.84
	989803125881	M1976A	CBL 5 Leadset, Grabber, Chest, AAMI, ICU	\$104.00	32.00%	\$70.72
	989803128961	M3526A	3-electrode cable set, snap (AAMI)	\$81.00	32.00%	\$55.08
	989803128971	M3527A	Add 7-wire lead set for 12-lead use AAMI	\$108.00	32.00%	\$73.44
ECG Electrodes						



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Product Group	Philips Product Number	Old/Legacy Product Number	Product Description	Current CPL	% Discount	Net Price
	989803105971	M2202A	Adult Radiotranslucent Foam Electrode	\$116.00	32.00%	\$78.88
	989803148801	989803148801	Adult Solid Gel Snap Electrode (Foam)	\$188.00	32.00%	\$127.84
	989803148821	989803148821	Adult Radiolucent Electrode (Foam)	\$185.00	32.00%	\$125.80
Gas Measurements						
	989803105531	M1920A	FilterLine Set Adult/Pedi	\$336.00	32.00%	\$228.48
	989803105541	M1921A	FilterLine H Set Adult/Pedi	\$523.00	32.00%	\$355.64
		M1923A	Filter H Set Infant/Neonatal (yellow, 25 sets/case)	\$673.00	32.00%	\$457.64
	989803129731	M2520A	SMART CAPNOLINE O2, PEDIATRIC	\$528.00	32.00%	\$359.04
	989803129751	M2522A	SMART CAPNOLINE O2 plus, ADULT, intermed	\$528.00	32.00%	\$359.04
	989803129761	M2524A	SMART CAPNOLINE, PEDIATRIC	\$484.00	32.00%	\$329.12
	989803129781	M2526A	SMART CAPNOLINE plus, ADULT, intermed	\$484.00	32.00%	\$329.12
NIBP Cuffs						
	989803101151	40400A	Traditional Reusable NIBP Cuff Kit	\$153.00	32.00%	\$104.04
	989803101161	40400B	Traditional Reusable NIBP Cuff Kit	\$269.00	32.00%	\$182.92
	989803101171	40401A	Traditional Reusable NIBP Cuff/Infant	\$35.00	32.00%	\$23.80
	989803101181	40401B	Traditional Reusable NIBP cuff/pediatric	\$38.00	32.00%	\$25.84
	989803101191	40401C	Traditional reusable NIBP cuff/adult	\$42.00	32.00%	\$28.56
	989803101201	40401D	Traditional reusable NIBP cuff/fg, adult	\$52.00	32.00%	\$35.36
	989803101211	40401E	Traditional reusable NIBP cuff/thigh	\$74.00	32.00%	\$50.32
	989803104151	M1572A	Comfort Care Cuff, Pediatric	\$36.00	32.00%	\$24.48
	989803104161	M1573A	Comfort Care Cuff, Small Adult	\$42.00	32.00%	\$28.56
	989803104171	M1574A	Comfort Care Cuff, Adult	\$42.00	32.00%	\$28.56
	989803104181	M1575A	Comfort Care Cuff, Large Adult	\$51.00	32.00%	\$34.68
	989803104191	M1576A	Comfort Care Cuff, Thigh	\$66.00	32.00%	\$44.88
Paper						
	989803101501	40457C	1-Channel Chemical Thermal Paper, Gray	\$34.00	32.00%	\$23.12
	989803101511	40457D	1-Channel Chem/Thermal Paper, 40 mm grid	\$185.00	32.00%	\$125.80
	989803138171	989803138171	MRx Wide Printer Paper	\$60.00	32.00%	\$40.80
	989803138181	989803138181	MRx Wide Printer Paper	\$472.00	32.00%	\$320.96
Resuscitation						
	989803105231	M1781A	CM 50 ohm Test Load	\$129.00	32.00%	\$87.72
	989803105251	M1783A	Sync Cable 12-pin 2.5M. (8ft.)	\$128.00	32.00%	\$87.04
	989803106921	M3501A	Adult/Child Pads AAMI Barrel Conn.	\$271.00	32.00%	\$184.28
	989803106951	M3504A	Infant Pads AAMI Barrel Conn.	\$143.00	32.00%	\$97.24
	989803106971	M3507A	Hands-free Cable Barrel Conn.	\$142.00	32.00%	\$96.56
	989803106981	M3508A	HeartStart Hands-free Cable	\$132.00	32.00%	\$89.76
	989803107781	M3713A	HeartStart Adult/Child Plus Pads	\$290.00	32.00%	\$197.20
	989803107811	M3716A	HS Adult/Child Radiolucent Pads	\$310.00	32.00%	\$210.80
	989803107821	M3717A	HeartStart Infant Plus Pads	\$155.00	32.00%	\$105.40
	989803107831	M3725A	HeartStart 50 ohm Test Load	\$125.00	32.00%	\$85.00
	989803109721	M4740A	HS Switchless Int Pdl Adapter	\$239.00	32.00%	\$162.52
	989803109731	M4741A	Extra Lrg Switched Int Pdl	\$947.00	32.00%	\$643.96
	989803109741	M4742A	Lrg Switched Int Pdl	\$838.00	32.00%	\$569.84
	989803109751	M4743A	Medium Switched Int Pdl	\$838.00	32.00%	\$569.84
	989803109761	M4744A	Small Switched Int Pdl	\$838.00	32.00%	\$569.84
	989803109771	M4745A	HS Ext Sterilizable Pdl	\$735.00	32.00%	\$499.80
	989803111081	M4748A	HeartStart Extension Cable	\$222.00	32.00%	\$150.96
	989803121371	M4751A	Defibrillator Accessory Pouch	\$59.00	32.00%	\$40.12
	989803125401	M3718A	HS Adult Radiotransparent Pads	\$420.00	32.00%	\$285.60
	989803125411	M3719A	HS Pedi Radiotransparent Pads	\$180.00	32.00%	\$122.40
	989803129001	M5526A	24" Sync Cable	\$144.00	32.00%	\$97.92
	989803129011	M3538A	Lithium Ion Battery Module	\$415.00	32.00%	\$282.20
	989803129021	M3541A	Carrying Case for Fusion	\$355.00	32.00%	\$241.40
	989803129041	M3543A	External Paddles - Water Resistant	\$731.00	32.00%	\$497.08
	989803129051	M3544A	Data Card Tray	\$9.00	32.00%	\$6.12
	989803129071	M3537A	Bed Rail Hook	\$26.00	32.00%	\$17.68
	989803131691	M5521A	Color Handle - Green	\$16.00	32.00%	\$10.88
	989803131701	M5522A	Color Handle - Blue	\$16.00	32.00%	\$10.88
	989803131711	M5523A	Color Handle - Yellow	\$16.00	32.00%	\$10.88
	989803131721	M5524A	Color Handle - Rose	\$16.00	32.00%	\$10.88
	989803131731	M5525A	Color Handle - Grey	\$16.00	32.00%	\$10.88
	989803139941	M4763A	Therapy/CPR cable	\$192.00	32.00%	\$130.56
	989803139951	M4761A	Q-CPR Compression Sensor	\$1,586.00	32.00%	\$1,078.48
	989803139961	M4762A	Q-CPR Compression Sensor Adhesive Pads	\$54.00	32.00%	\$36.72
	989803143341	M4759A	Rect. Pdl Electrode Repl. M3535A - Gray	\$75.00	32.00%	\$51.00
	989803145361	M3549A	MRx Wide Bed Rail Hook	\$64.00	32.00%	\$43.52
	989803145571	M4737A	MRx Display Cover	\$88.00	32.00%	\$59.84
	989803146981	989803146981	MRx Data Card and Tray	\$108.00	32.00%	\$73.44
	989803147691	989803147691	10-Lead ECG Trunk Cable, 12-Pin, 1.3m	\$225.00	32.00%	\$153.00
	989803163291	989803163291	CPR Meter Patient Adhesive Pads	\$50.00	32.00%	\$34.00
	989803166021	989803166021	Adult/Child Pre-Connect Defib Pad	\$315.00	32.00%	\$214.20
	989803176161	989803176161	CBL 5 Lead, Snap, SHld, AAMI, Limb, Rgd	\$120.00	32.00%	\$81.60
	989803176171	989803176171	CBL 5 Lead, Snap, SHld, AAMI, Chest, Rgd	\$140.00	32.00%	\$95.20
	989803176541	989803176541	HS MRx Quick Disconnect DC Power Cable	\$227.00	32.00%	\$154.36
	989803185181	989803185181	MRx Black Soft Carry Bag Universal	\$345.00	32.00%	\$234.60
SpO2 Sensors						
	989803103231	M1192A	SNSR SpO2 Pedi/Small adult finger	\$264.00	32.00%	\$179.52



Prepared for Pinellas County

Product Group	Philips Product Number	Old/Legacy Product Number	Product Description	Current CPL	% Discount	Net Price
		M1193A	Reusable SpO2 Sensor Neonate foot, 1 sensor	\$264.00	32.00%	\$179.52
	989803103251	M1194A	Pediatric/Adult Ear Clip SpO2 Sensor	\$264.00	32.00%	\$179.52
	989803105681	M1941A	CBL SpO2 Extension Cable, 2m	\$120.00	32.00%	\$81.60
	989803105691	M1943A	SpO2 9-pin D-sub Adapter cbl 1.1m(8-pin)	\$180.00	32.00%	\$122.40
	989803128531	M1131A	Disposable Adult/Pedi SpO2 Sensor	\$244.00	32.00%	\$165.92
	989803128591	M1191T	Reusable SpO2 Sensor Adult	\$225.00	32.00%	\$153.00
	989803128611	M1192T	Reusable SpO2 Sensor Pediatric	\$225.00	32.00%	\$153.00
	989803128631	M1196A	Reusable Clip Adult SpO2 Sensor	\$113.00	32.00%	\$76.84
	989803128641	M1196T	Reusable Clip Adult SpO2 Sensor	\$92.00	32.00%	\$62.56
	989803128651	M1943AL	SpO2 8-pin D-sub Adapter cable 3m (8pin)	\$210.00	32.00%	\$142.80
	989803144371	M1191B	Reusable Adult SpO2 Sensor	\$264.00	32.00%	\$179.52
	989803144381	M1191BL	Reusable Adult SpO2 Sensor	\$276.00	32.00%	\$187.68
Temperature Probes						
	989803100881	21075A	Esophageal/Rectal Temperature Probe	\$98.00	32.00%	\$66.64
	989803100891	21076A	Esophageal/Rectal Temperature Probe	\$139.00	32.00%	\$94.52
	989803100901	21078A	Skin Surface Temperature Probe	\$192.00	32.00%	\$130.56
	989803100921	21082A	Long Extension Cable	\$52.00	32.00%	\$35.36
	989803100931	21082B	Short Extension Cable	\$60.00	32.00%	\$40.80
	989803100941	21090A	Esophageal/Rectal Temperature Probe	\$161.00	32.00%	\$109.48
	989803100951	21091A	Skin Surface Temperature Probe	\$150.00	32.00%	\$102.00
	989803100961	21093A	Esophageal/Stethoscope Temperature Probe	\$206.00	32.00%	\$140.08
	989803100971	21094A	Esophageal/Stethoscope Temperature Probe	\$216.00	32.00%	\$146.88
	989803100981	21095A	Esophageal/Stethoscope Temperature Probe	\$207.00	32.00%	\$140.76
	989803100991	21096A	Foley Catheter Temperature Probe	\$214.00	32.00%	\$145.52
	989803101001	21097A	Foley Catheter Temperature Probe	\$211.00	32.00%	\$143.48
	989803105321	M1837A	Esophageal/Rectal Temperature Probe	\$161.00	32.00%	\$109.48
	989803106071	M2255A	Foley Catheter Temperature Probe	\$191.00	32.00%	\$129.88

EXHIBIT 2 TRADE-IN

Pinellas County

Trade-in values are based upon device type, configuration, and condition. If other devices are specified for trade-in, the value must be appraised.

Trade-in values based on Fair Market Value for Pinellas County Board of County Commissioners

Trade in Description	Value
Philips MRx HeartStart Manual Defibrillator Philips product number M3536A	\$2500 per unit
Physio Control Lifepak 12-Monophasic 120-144 months of age. Must include 12-Lead, NBP, ETCO2, SPO2, and pacing	\$2000 per unit

The trade-in allowance quoted herein exceeds Philips' estimate of the fair market value of the units. The trade-in amount may be considered a price reduction or discount under 42 USC 1001.952(h).

This trade-in value has been determined based on the expected HeartStart MRx configurations of; A03, B01, B02, B04, B06, B10, C03, C05, C06 at the discount extended to Pinellas County. Approval for the one-for-one trade (for either or both Philips and Physio equipment) has been granted based on the County's intent to replace its current install base units with new units over the term of the purchase agreement.

This trade-in is valid for the term of the Agreement.

EXHIBIT 3: SOFTWARE LICENSE TERMS (Rev. H)

BY OPERATING THIS PRODUCT AND USING THE LICENSED SOFTWARE, YOU AGREE TO ALL THE TERMS OF THIS LICENSE AGREEMENT AND LIMITATION OF REMEDY PROVISIONS. IF YOU DO NOT AGREE WITH THE TERMS OF THIS LICENSE AGREEMENT, RETURN THE LICENSED SOFTWARE TO THE SELLER FOR A FULL REFUND.

The Philips proprietary computer software package ("Licensed Software") installed on your system, is licensed (and not sold) to you (the "Customer") by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips"), whose principal place of business is 3000 Minuteman Road, Andover, Massachusetts 01810 U.S.A for your use in accordance with this Agreement.

1. License Grant.

1.1 Subject to any usage limitations for the Licensed Software set forth on the product description of the quotation, Philips grants to end user customer a nonexclusive and non-transferable right and license to use the computer software package ("Licensed Software") in accordance with the terms of the quotation. The License shall continue for as long as end user customer continues to own the product, except that Philips may terminate the License if end user customer is in breach or default. End user customer shall return the Licensed Software and any authorized copies thereof to Philips immediately upon expiration or termination of this License.

1.2 The License does not include any right to use the Licensed Software for purposes other than the operation of the product. End user customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Except as otherwise provided under section 1.6, End user customer may not copy, reproduce, sell, assign, transfer, or sublicense the Licensed Software for any purpose without the prior written consent of Philips. End user customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions. End user customer will not (and will not allow any third party to) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover the product or Licensed Software by any means whatsoever.

1.3 The License shall not affect the exclusive ownership by Philips of the Licensed Software or of any trademarks, copyrights, patents, trade secrets, or other intellectual property rights of Philips (or any of Philips' suppliers) relating to the Licensed Software.

1.4 End user customer agrees that only authorized officers, employees, and agents of End user customer will use the Licensed Software or have access to the Licensed Software (or to any part thereof), and that none of End user customer's officers, employees, or agents will disclose the Licensed Software, or any portion thereof, or permit the Licensed Software, or any portion thereof, to be used by any person or entity other than those entities identified on the quotation. End user customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and End user customer agrees to preserve the confidentiality of information provided by Philips under such third party license agreements.

1.5 The Licensed Software shall be used only on the product(s) referenced in the quotation.

1.6 End user customer may transfer the Licensed Software in connection with sale of the product to a healthcare provider who accepts all of the terms and conditions of this License; provided that End user customer is not in breach or default of this License, the Terms and Conditions of Sale, or any payment obligation to Philips.

2. Modifications.

2.1 If End user customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If End user customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, End user customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

2.2 The Licensed Software is licensed to End user customer on the basis that (a) End user customer shall maintain the configuration of the products as they were originally designed and manufactured; and, (b) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

3. Limitation of Liability. See Section 8 of the Agreement

4. **DISCLAIMER.** IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

EXHIBIT 4 – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- a) Bid submittals should include, the Bidder's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Bidder does not currently meet insurance requirements, bidder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Bidder shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with bid was a compliant certificate no further action may be necessary. It is imperative that bidder include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Bidder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Bidder to the County at least ~~thirty (30)~~ ^{ten (10)} days prior to the expiration date.
 - (1) Bidder shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Bidder from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Bidder of this requirement to provide notice.
 - (2) Should the Bidder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Bidder for such purchase or offset the cost against amounts due to bidder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Bid, the Prime Bidder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

EXHIBIT 4 – INSURANCE REQUIREMENTS

- (1) All subcontracts between Bidder and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Bidder to the same extent Bidder is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Bidder to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Bidder shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Bidder is a Joint Venture per Section A, titled Joint Venture of this Bid, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Bidder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Bidder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Bidder to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Bidder and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 100,000
Per Employee Disease	\$ 100,000
Policy Limit Disease	\$ 500,000

EXHIBIT 4 – INSURANCE REQUIREMENTS

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Bidder does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Bidder can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 4,000,000
General Aggregate	\$ 4,000,000

- (5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Bidder may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (6) Property Insurance Bidder will be responsible for all damage to its own property, equipment and/or materials.

SCHEDULE 1

PHILIPS HEALTHCARE SERVICE AGREEMENT TERMS AND CONDITIONS

1. **SERVICES PROVIDED.** The services listed in the quotation (the "Services") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement").
2. **EXCLUSIONS.** The Services do not include:
 - 2.1. Servicing or replacing components of the system other than those systems or components listed in the Exhibits (the "System") that is at the listed location ("Site");
 - 2.2. Servicing System if contaminated with blood or other potentially infectious substances;
 - 2.3. Any service necessary due to: (i) a design, specification or instruction provided by Customer or Customer representative; (ii) the failure of anyone to comply with Philips' written instructions or recommendations; (iii) any combining of the System with other manufacturers product or software other than those recommended by Philips; (iv) any alteration or improper storage, handling, use or maintenance of the System by anyone other than Philips' subcontractor or Philips; (v) damage caused by an external source, regardless of nature; (vi) any removal or relocation of the System; or (vii) neglect or misuse of the System;
 - 2.4. Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.
3. **CUSTOMER RESPONSIBILITIES.** During the term of this Agreement, Customer will:
 - 3.1. Ensure that the Site is maintained in a clean and sanitary condition; and that the **System, product or part is decontaminated prior to service, shipping or trade-in as per the Instructions in the User manual;**
 - 3.2. Dispose of hazardous or biological waste generated;
 - 3.3. Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
 - 3.4. Use the System in accordance with the published manufacturer's operating instructions.
4. **SYSTEM AVAILABILITY.** If Customer schedules service and the system is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the System.
5. **PAYMENT.** See Section 5 of the Agreement
6. **EXCUSABLE DELAYS.** Philips is excused from performing under this Agreement when Philips' delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
7. **TERM AND TERMINATION**
 - 7.1. The term of this Service Agreement shall be coterminous with the Agreement.
 - 7.2. This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon 60 days written notice to Philips (i) representing that the System is being permanently removed from the Site and that the System is not being used in any other Customer site, or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period. The Agreement is not a general obligation of the County. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.
 - 7.3. In addition, if the Customer sells or otherwise transfers any of the System to a third party and the System remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Philips with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such System upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty. an

amount equal to 30% of the remaining payments due under this Agreement for such System from the date of termination through the scheduled expiration of the term of this Agreement.

- 7.4. If this Agreement includes a Pool and terminates for any reason and Customer has expended more funds from its Pool than it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within five (5) business days of such termination.
8. **DEFAULT.** To the extent not inconsistent with the Local Government Prompt Pay Act, Fla. Stat. 218.70 et. seq. and the County's Dispute Resolution procedures established in accordance with that Act, Customer's failure to pay any amount due under this Agreement within 45 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days' notice to Customer, and (v) pursue any other remedies permitted by law.
9. **END OF LIFE.** If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed.
10. **WARRANTY DISCLAIMER.** Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.
11. **LIMITATIONS OF LIABILITY AND DISCLAIMER.**
- 11.1 See Section 8 of the Agreement.
- 11.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.
12. **PROPRIETARY SERVICE MATERIALS.** Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this provision.
13. **THIRD PARTY MANAGEMENT.** Intentionally omitted
14. **TAXES.** Philips acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.
15. **INDEPENDENT CONTRACTOR.** Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

16. **RECORD RETENTION AND ACCESS.** If Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, then Subsections (i) and (ii) of that Section are made a part of this Agreement. In such an event, Philips shall retain and make available, and insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.
17. **HIPAA. PRIVACY.** Philips complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon Customer request Philips will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, Philips may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.
18. **CONFIDENTIALITY.** Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Exhibit terminates or expires.
19. **SUBCONTRACTS AND ASSIGNMENTS.** Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.
20. **INSURANCE.** See Exhibit 4-County Insurance Requirements
21. **RULES AND REGULATIONS.** To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.
22. **EXCLUDED PROVIDER.** Philips represents and warrants that Philips, its employees, and subcontractors, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for services not yet rendered.
23. **SOLICITATION OF PHILIPS EMPLOYEES.** For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

24. **SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW.** Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement, except in the event of a termination due to an appropriations failure. All of the parties' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement. The law of the state in which the System is located will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.
25. **ENTIRE AGREEMENT; EXHIBITS.** The Agreement, including this Schedule 1 constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibits listed below, and any associated attachments, are incorporated herein as they apply to the services listed on the quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the schedule shall govern.
- Service Terms Exhibit 1-5: Intentionally deleted; N/A for this Agreement
Service Terms Exhibit 6: Additional Patient Care Software Maintenance Service Agreement Terms and Conditions
Service Terms Exhibit 7: Additional Patient Care Software Maintenance Hardware Support Coverage Terms and Conditions
Service Terms Exhibit 8: Additional Patient Care Services Terms and Conditions
26. **AUTHORITY TO EXECUTE.** The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

PATIENT CARE AND CLINICAL INFORMATICS SOFTWARE MAINTENANCE AGREEMENT
EXHIBIT

1. **SERVICES PROVIDED.** Commencing on the Effective Date and subject to the limitations below, Philips will provide services listed on the quotation(s) for Covered System.

Table 1 - Coverage Types				
Coverage Types	Telephone and Remote Support	Software Updates and Upgrades	Installation Services for Software Updates and Upgrades	Hardware Coverage
Software Maintenance Agreement	Included	Included	Included	Not Available
Software Maintenance Agreement with Hardware Support	Included	Included	Included	See Hardware Support Attachment

2. **TELEPHONE AND REMOTE SUPPORT.**

2.1 Telephone Support. Telephone and Remote Support coverage is included with all Service Agreements identified in the Exhibit. Technical Telephone and Remote Support coverage Services are available twenty-four hours per day, seven days per week including Philips recognized holidays. Clinical Telephone and Remote Support coverage is available Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays.

2.2 Initial Telephone Response. If Philips receives a Customer request for service Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays, then Philips will make reasonable efforts to make an initial response within one hour from the receipt of the request. Otherwise, Philips will respond within two hours of the receipt of the original message.

2.3 Remote Access & Diagnostics. Philips may remotely access the System to perform services. Customer shall provide Philips access to the System.

2.4 On-Site Response. Philips primary method for Software services is telephone and Philips Remote Services. Philips may provide on-site Software support services to resolve software issues that cannot be resolved through Philips' primary resolution method. On-site services is next business day, Monday through Friday, excluding Philips recognized holidays, 8:00 AM to 5:00 PM local time, and provides for labor and travel necessary for the delivery of corrective Services.

2.5 Philips Internet-based Customer Support Tools. Philips will provide access to Philips web based support tool for the System(s) covered under the Service Agreement.

3. **INTERFACE SUPPORT.** Philips supports the DICOM and HL7 communication to and from the System as they exist at the System Site at the time of installation. In the case of upgrades, Philips shall provide the following Software maintenance Services:

3.1 If the Philips System, interoperability mapping engine, or biomedical device is upgraded to the latest version, Philips will restore the inbound / outbound communication to the pre-upgrade condition with like-for-like parameters. If incremental parameters or functionality are available as a result of the upgrade and Customer purchases or chooses to use these parameters or functionality, then Customer shall pay the cost of any additional work required to implement and support the new communication capabilities at Philips' then-current standard labor and material rates for such Service.

3.2 Philips' interface support does not include the modification of any interface due to interface changes in third party Hardware or Software or replacement of Philips interoperability mapping engine product with a different interoperability engine product. In the case of a planned upgrade of the System that involves modifications to the interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case Philips shall work with the third party to understand changes in interface specifications and format and may modify and upgrade the System to support such new interface specifications at a schedule and additional cost to be mutually approved by Philips and the Customer. The Customer shall pay the cost of any additional work required to implement and support the new interface specifications at Philips' then-current standard labor and material rates for such Service.

4. **SOFTWARE, UPDATES, UPGRADES AND FIXES.** If a software upgrade, update, or fix is available for the System, is included in the Agreement, and the requirements of the Agreement are satisfied, then Philips will update or upgrade the System application software during the term of the Agreement as follows:

4.1 Philips will provide Software updates and upgrades consisting of revisions to, and new versions of, Software for existing applications. Third party software including, but not limited to operating system licenses, database software licenses, client access licenses, and anti-virus software is not included. Hardware updates and upgrades are not included. Customer has no right to updates and upgrades that are released before the start date of the Agreement. If the Agreement expires after Philips notifies Customer than an

update or upgrade is available, then the Customer is entitled to receive the offered update or upgrade for three (3) months following such termination.

4.1.1 Functionality. Customer is entitled to additional functionality or options previously purchased or bundled with the software if available in the update or upgrade released on or after the start date of the Agreement. Customer may purchase new, separately-licensed functionality or options for the System separately after the start date of the Agreement. Customer acknowledges that certain functionality in current and previous software versions may not be available in upgrades.

4.1.2 Hardware updates and upgrades. Software updates and upgrades may require hardware updates or upgrades. Customer is responsible for any such hardware updates or upgrades. Upgrade installation and clinical support of the installation are subject to the terms of this Agreement.

4.2 To receive an upgrade:

4.2.1 Customer must be in compliance with all terms and conditions of this Exhibit and the Agreement, including the availability of Philips remote service capability and access to the System by Philips personnel;

4.2.2 Customer must identify one Customer representative, in writing to Philips, that will manage and be responsible for Customer's selection and scheduling of upgrades installation under this Exhibit; and

4.2.3 The System that will receive the update or upgrade must meet the specifications of the update or upgrade. Customer shall provide the System hardware or software necessary to meet such specifications.

4.3 Unless specifically included elsewhere in this agreement, software updates, upgrades, and fixes do not include: functionality, applications, options or the like that were not purchased with the System, including virus protection software, security patches, custom interface software, operating system software, software updates of third party software (e.g. Citrix). Philips shall have no responsibility to provide software upgrades, updates or fixes for minor software defects.

4.4 Customer may not resell, transfer, or assign the right to such upgrades, updates, or fixes to any third party. All upgrades, updates, and fixes provided to the System under this Exhibit are subject to the terms and conditions of this Exhibit, the Agreement, and any license terms and conditions included in the purchase of the System from Philips or later provided to Customer.

5. INSTALLATION SERVICES FOR SOFTWARE, UPGRADES, UPDATES AND FIXES. Philips will install the upgrades, updates, or fixes that Customer is entitled to receive under this Agreement either on-site or remotely, at Philips sole discretion, at a time mutually agreed to by Philips and the Customer. Philips will provide clinical support or clinical education during the installation that Customer is entitled to receive under the purchased coverage type. If Customer requires additional clinical services, then Philips will provide such services to Customer at Philips' then current labor and material rates. Clinical support at the installation will be provided in support of the new software revision installation and does not include end-user clinical education. Clinical support at the installation may be provided remotely at Philips sole discretion.

Update or upgrade installation and clinical support of the installation shall take place during standard coverage hours, Monday through Friday between 8:00 AM and 5:00 PM local time, excluding Philips observed holidays. If Customer requires additional installation support or clinical services, then Philips will provide such installation or services to Customer at Philips then current labor and material rates.

6. CLINICAL EDUCATION. Philips will perform the clinical support of the installation or clinical education for upgrades, updates, or fixes that Customer is entitled to receive under this Agreement, at a time mutually agreed to by Philips and the Customer. Scope, duration and delivery methodology of the clinical support of the installation or clinical education will vary by upgrade, update, or fix and will be defined by Philips at Philips sole discretion.

7. CUSTOMER RESPONSIBILITIES.

7.1 System administrator. The Customer shall designate an individual(s) to serve as Customer system administrator ("System Administrator") and an alternate, who will serve as Philips' primary support contacts. These individuals should be familiar with all aspects of training provided by Philips, including end-user and system administrator training. In addition, the System Administrator shall maintain the integrity of the System operation and ensuring that proper backup procedures are in place.

7.2 Remote access. Customer must provide necessary remote access, required information, and support for the System to connect to Philips Remote Service (PRS). PRS is the basis for Services delivered under this Exhibit. Customer waives all rights to services and service deliverables under this agreement unless PRS connectivity is enabled and maintained.

7.3 Security. The Customer is solely responsible for providing adequate security to prevent unauthorized System access to Philips (or its third party vendors) proprietary and confidential information.

7.4 Software version levels. Customer must maintain its Systems at a currently supported version to receive support under this Exhibit.

7.5 Hardware revision levels. The Customer must maintain all associated System hardware, firmware, and middleware at the required revision levels for the software version. To receive software updates and upgrades, the Customer must maintain all associated hardware to the then-current specification for the software updates or upgrades.

- 7.6 Data reconstruction.** The Customer shall follow the recommended back-up processes as outlined in the System Installation or Reference Guides. The Customer is also responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs. For an additional charge based upon published labor and material rates, Philips will offer services on a commercially reasonable efforts basis to reconstruct data.
- 7.7 Intermediate Resolutions.** Customer shall implement any intermediate System resolutions or workarounds as requested by Philips while Philips seeks a long term System resolution.
- 8. SERVICE LIMITATIONS.**
- 8.1 Software Restoration.** If the Software fails and the supported application Software requires restoration, then Philips will reinstall the application Software, database Software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall the customer-created data backup. If the customer-created data backup cannot be used to re-install any data to the System, the customer will hold sole responsibility for the loss of data. Custom or third party Software, custom database configurations or reports, and Customer-written product interfaces are not included. If a system failure is attributed to Hardware not supported under the Agreement, the Customer shall restore the Software, operating system, and database Software before Philips begins any Software restoration efforts. Philips may offer, for an additional charge based upon published labor and material rates, Hardware support and Software restoration Services.
- 8.2 Anti-Virus Statement.** Philips Software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The Software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain anti-virus Software in accordance with the System Installation or Reference guides. After installing the software, Customer shall have the burden of proof if it claims that Philips introduced a Virus discovered in the software. Customer will pay an additional amount based on Philips' then-current time and materials rates for such work in respect of Services rendered in connection with a Virus that was not introduced by Philips. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any Virus in the Software licensed to Customer under this Agreement.
- 8.3 Non-Philips Software Assistance.** Requests for assistance with Hardware, operating systems, communications network, Third Party Software, printer configuration, etc., are outside the scope of this Agreement. However, if Customer's request, then Philips may provide non-Philips Software assistance on a time and materials basis at Philips then-current time and materials rates, as available.
- 9. EXCLUSIONS.** In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to Services.
- 9.1** Any combining of the System with a non-qualified device. A non-qualified device is:
- 9.1.1** Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to System without Philips' approval. Examples include, software patches, security fixes, and service packs from the operating system, web browser, or database software manufacturer(s);
 - 9.1.2** Any product supplied by Philips that has been modified by the Customer or any third party; and
 - 9.1.3** Any product maintained under this Agreement in which the Customer does not allow Philips to incorporate engineering improvements.
 - 9.1.4** Any product that has reached its "End of Life". "End of Life" means software and or hardware equipment that has surpassed the published end of support life date by the original equipment manufacturer.
- 9.2** Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the System.
- 9.3** If the System covered by this Exhibit is software only, then notwithstanding anything to the contrary in the Agreement or this Exhibit, hardware and parts are not included in the Services.
- 9.4** Any network related problems.
- 9.5** The cost of consumable materials, including batteries, software media, and cassettes.

PATIENT MONITORING SOFTWARE MAINTENANCE AGREEMENT ATTACHMENT

1. NOTIFICATION.

1.1 Philips will notify Customer if an upgrade is available. If the Customer chooses to receive an upgrade, then Customer must register for the upgrade by responding in writing within three (3) months of the date of Philips notice. If Philips does not receive such response from Customer within the three month period, then Philips is under no obligation to provide such upgrade. If the Agreement expires after Philips notifies Customer that an upgrade is available, then Customer is entitled to receive the offered upgrade for three (3) month following such termination

2. UPGRADE AVAILABILITY.

1.2 If Philips does not release an upgrade during any twelve (12) month period during the term of the Agreement and Customer does not have the latest available software version, then Philips will, at Customer's request, provide Customer with an upgrade to the latest available software version. If Philips does not receive such request from Customer prior to the expiration or termination of the Agreement, then Philips is under no obligation to provide such upgrade.

Exhibit 8 PATIENT CARE SERVICES EXHIBIT

1. **SERVICES PROVIDED:** Commencing on the Effective Date and subject to the limitations below, Philips will provide services listed on the quotation(s) for Covered System.

Agreement Type	Telephone and Remote Support	On-Site Response Time	On-Site Labor	On-Site Travel	Parts	Priority Parts Delivery
Comprehensive Onsite Support	24x7x365 Two Hour Response	On-Site Next Business Day†	Included	Included	Included††	Included
Support Parts Agreement	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Included††	Included
Support Parts Agreement with Second Response	24x7x365 Two Hour Response	On-Site Next Business Day†	Included	Included	Included††	Included
Bench Repair Services	24x7x365 Two Hour Response	Not Applicable	Included – Remote Only	Not Applicable, Return Shipping Only	Included††	Typical Bench Repair Time: 3-6 business day return†
Unit Exchange Services	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Unit exchange only	Typical Unit Exchange Time: Next business day exchange†
Biomed Assist Services	24x7x365 Two Hour Response	Not Applicable	Not Applicable	Not Applicable	Discount Applied	Included

†Excluding Philips recognized holidays

††Excluding Supplies and Accessories

2. **RESPONSE TIME DEFINITIONS.**

- 2.1 "Initial Telephone Response" is the time for a qualified Philips service representative to make direct telephone contact with the Customer following a request for Service.
- 2.2 "On-Site Response Time" is the time for a qualified Philips service representative to arrive on site to begin service.
- 2.3 "Typical Bench Repair Time" is the time for a qualified Philips service representative to repair and return the Customers' existing Patient Care Equipment (from Philips receipt of the device to Philips shipment of such equipment to Customer).
- 2.4 "Typical Unit Exchange Time" is the time for a qualified Philips service representative to exchange the Customers' Patient Care Equipment with a new and/or refurbished device.
- 2.5 "Philips Next Business Day" response depends on the location of the Customer. Philips response time will be: (i) next business day response time for System Sites located within 100 miles of the responding Philips Field Service Engineer, (ii) two business days for System Sites located within 101 – 200 miles of the responding Philips Field Service Engineer, (iii) three business days for System Sites located within 201 – 300 miles of the responding Philips Field Service Engineer, and (iv) the response time described in the Agreement for System Sites located greater than 301 miles of the responding Philips Field Service Engineer.

3. **COVERAGE.**

- 3.1 **Telephone and Remote Support.** Telephone and remote support coverage is included with all Service Agreements identified in the Exhibit.
- 3.2 **Remote Access & Diagnostics.** Philips may remotely access the System to perform services. Customer shall provide Philips access to the System.
- 3.3 **Philips Internet-based Customer Support Tools.** Philips will provide one (1) seat license to Philips web based support tool for the System(s) covered under the Service Agreement.
- 3.4 **On-Site Labor and Travel.** Philips will provide the labor and travel necessary for the delivery of corrective maintenance Services during on-site Service Coverage hours. On-site service coverage hours are Monday to Friday, 8:00 am to 5:00 pm excluding holidays.

- 3.5 Extended Coverage Hours.** Extended coverage hours for on-site labor coverage is seven (7) days per week, twenty-four (24) hours per day, including Philips holidays.
- 3.6 Overtime On-Site Labor and Travel.** If extended coverage hours are not included, then overtime on-site labor will be billed at a preferred rate.
- 3.7 Parts and Priority Delivery of Parts.** Philips will provide the parts for corrective maintenance services. Priority Delivery of parts is next business day delivery for parts ordered prior to 3:00 PM Eastern.
- 3.8 Planned Maintenance.** If Planned Maintenance Service is included in the agreement, then Philips will provide Customer a planned maintenance schedule for the Covered Equipment. Philips will provide such planned maintenance during the Service Coverage hours at a mutually agreed upon time. Customer will make the Covered Equipment available in accordance with this schedule. Philips will provide planned maintenance on the Covered Equipment at scheduled intervals. Philips may perform Planned Maintenance activities at the Philips repair facility for certain Patient Care Equipment. If loaner equipment is included in the Service Agreement and provided to Customer, then Customer will execute a loaner agreement to document its responsibility for any loss or damage to such equipment while in Customer's possession. All terms and conditions of the Service Agreement and this Services Exhibit will apply to the loaner equipment.

4. CUSTOMER RESPONSIBILITIES.

4.1 Support Parts Agreement.

- 4.1.1** Ensure that all Patient Care Equipment of the same model number at the Patient Care Equipment Site is covered by the same Support Parts Agreement program, a separate Philips service agreement (except Biomed Assist Services), or Philips standard warranty. If such service agreement or warranty expires during the term of the Service Agreement, then all equipment of the same model as the Patient Care Equipment must be added to the existing Support Parts Agreement program (except Biomed Assist Services) or a new Philips service agreement that includes a Support Parts Agreement.
- 4.1.2** Designate and train a biomedical engineer and an alternate, who will serve as Philips' primary support contacts. Such individuals must be familiar with all aspects of biomedical training provided by Philips. In addition, the biomedical engineer shall maintain the integrity of the Patient Care Equipment. If the Customer does not have a trained biomedical engineer who meets Philips requirements, then Customer shall purchase the optional Biomedical Engineer (BMET) Training course.
- 4.1.3** If Customer cannot resolve the Patient Care Equipment problem and requires on-site assistance of Philips, then Philips will provide such on-site service at Philips then current standard rates for demand service plus applicable travel charges per service visit (unless Second Response coverage is included in the Service Agreement).

- 4.2 Biomed Assist Services.** If Biomed Assist Services coverage is included in the Service Agreement, then Customer will ensure that any Patient Care Equipment not covered by Biomed Assist Services is covered under a Support Parts Agreement, a separate Philips service agreement, or Philips standard warranty. If such Support Parts Agreement, service agreement, or warranty expires during the term of the Agreement, then all Patient Care Equipment covered under such expiring agreement or warranty must be added to the existing Biomed Assist Services coverage or a new Philips service agreement.

- 4.3 Parts.** If Parts coverage is included in the Service Agreement, then, subject to the terms and conditions of this Agreement, the cost of parts used in corrective maintenance of the Patient Care Equipment at the Patient Care Equipment Site is included in this Agreement. Philips may reject any Customer requests for parts that is not for the Equipment. The following applies regardless if Parts coverage is included or not included in the Service Agreement: Customer acknowledges and agrees that all parts furnished pursuant this Agreement will only be used in the maintenance, service and repair of the Patient Care Equipment at the Patient Care Equipment Site. Customer may not resell or exchange such parts with any third party. Unless Priority Parts Delivery is included in the Services Agreement, all replacement parts ordered under the this Services Exhibit will be shipped using Philips standard shipping priority prepaid subject to availability. Other freight arrangements will be at Customer's request and expense. Philips may use refurbished components in the repair of the Patient Care Equipment; the refurbished components shall be subject to the same inspection and quality control procedures as all other materials used in the manufacture of the Patient Care Equipment, and shall be warranted to the same extent that a non-refurbished component is warranted.

- 4.4 Exchange Unit:** If a replaced part is a recyclable or exchange part as indicated on Philips' published price book, then Customer must return to Philips the failed recyclable or exchange part for which the replacement part was furnished within seven (7) days of shipment of the replacement part. If the failed part is not returned to Philips in the time stated, Customer will pay Philips, in addition to any other amounts due Philips, Philips' published list price for such parts plus freight.

- 4.5 Remote Access.** For Philips to provide remote support, Customer must provide remote access to the Patient Care Equipment via Philips specified connection as described in the Service Agreement and notify Philips of any changes to connection procedures. Customer must also provide Philips with access to domain accounts, passwords, and connections that are necessary to perform required Services.

- 4.6 Security.** Customer shall provide security to prevent unauthorized Patient Care Equipment access to proprietary and confidential information
- 4.7 Software version levels.** Customer must maintain its Systems at a currently supported version to receive support under this Exhibit.
- 4.8 Hardware revision levels.** The Customer must maintain all associated System hardware, firmware, and middleware at the required revision levels for the software version. To receive software updates and upgrades, the Customer must maintain all associated hardware to the then-current specification for the software updates or upgrades.
- 4.9 Data reconstruction.** The Customer shall follow the recommended back-up processes as outlined in the System Installation or Reference Guides. The Customer is also responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval, or recovery of any lost or altered files, data, or programs. For an additional charge based upon published labor and material rates, Philips will offer services on a commercially reasonable efforts basis to reconstruct data.
- 4.10 Intermediate Resolutions.** Customer shall implement any intermediate System resolutions or workarounds that Philips requests while seeking a long term System resolution.
- 5. SERVICE LIMITATIONS.**
- 5.1 Software Restoration.** If the Software fails and the supported application Software requires restoration, then Philips will reinstall the application Software, database Software, and operating system to the revision level that existed prior to the malfunction or failure and Philips will attempt to reinstall the customer-created data backup. If the customer-created data backup cannot be used to re-install any data to the System, the customer will hold sole responsibility for the loss of data. Custom or third party Software, custom database configurations or reports, and Customer-written product interfaces are not included. If a system failure is attributed to Hardware not supported under the Agreement, the Customer shall restore the Software, operating system, and database Software before Philips begins any Software restoration efforts. Philips may offer, for an additional charge based upon published labor and material rates, Hardware support and Software restoration Services.
- 5.2 Anti-Virus Statement.** Philips Software is a computer-based medical product and, therefore, may be subject to attack by outside computer viruses. The Software required to prevent attack by a computer virus must be constantly monitored and updated. Customer shall install and maintain anti-virus Software in accordance with the System Installation or Reference guides. After installing the software, Customer shall have the burden of proof if it claims that Philips introduced a Virus discovered in the software. Customer will pay an additional amount based on Philips' then-current time and materials rates for such work in respect of Services rendered in connection with a Virus that was not introduced by Philips. Philips shall use reasonable efforts to notify Customer if Philips becomes aware of any Virus in the Software licensed to Customer under this Agreement.
- 5.3 Non-Philips Software Assistance.** Requests for assistance with Hardware, operating systems, communications network, Third Party Software, printer configuration, etc., are outside the scope of this Agreement. However, if Customer's request, then Philips may provide non-Philips Software assistance on a time and materials basis, at Philips then-current time and materials rates, as available.
- 6. EXCLUSIONS.** In addition to the Service Exclusions set forth in the Agreement, the following Service Exclusions apply to Services.
- 6.1** Any combining of the System with a non-qualified device. A non-qualified device is:
- 6.1.1** Any product (hardware, firmware, software, or cabling) not supplied by Philips, whether used internal or external to System without Philips' approval. Examples include software patches, security fixes and service packs from the operating system, web browser, or database software manufacturer(s);
 - 6.1.2** Any product supplied by Philips that has been modified by the Customer or any third party; and
 - 6.1.3** Any product maintained under this Agreement in which the Customer does not allow Philips to incorporate engineering improvements.
 - 6.1.4** Any product that has reached its "End of Life". "End of Life" means equipment that is at least six (6) months beyond the end of life date, which is determined by the manufacturer.
 - 6.1.5** Operating system software issues that manifest themselves in non-performance of another installed application and affect use or performance of the System.
 - 6.1.6** Any network related problems.
 - 6.1.7** The cost of consumable materials, including batteries, software media, and cassettes

EXHIBIT 7

SOFTWARE MAINTENANCE AGREEMENT HARDWARE SUPPORT COVERAGE **ATTACHMENT**

If included in the Agreement, Philips will provide hardware support Services during standard coverage hours, Monday through Friday, 8:00 AM to 5:00 PM local time, excluding Philips recognized holidays. Hardware support coverage provides Customer's technical or biomed support organization with clinical and technical phone support, troubleshooting, parts, and repairs, as follows:

1. **Support Parts.** If the Agreement includes Support Parts, then Philips will provide the technical and clinical phone support and parts for corrective services for System hardware covered under this Exhibit. Unless otherwise specified, parts will be shipped via priority delivery.
2. **Exchange.** If the Agreement includes Exchange coverage, then Philips will provide technical and clinical phone support and determine whether corrective maintenance for particular System components will include System exchange instead of parts. Defective, broken, or otherwise replaced components will become Philips property and will be promptly removed from the System Site. Unless otherwise specified, exchange Systems will be shipped via priority delivery.
3. **Bench.** If the Agreement includes Bench coverage, then Philips will provide the technical and clinical phone support and determine whether corrective maintenance for particular bench repairs instead of parts or System exchange. Defective, broken, or otherwise replaced components will become Philips property. Unless otherwise specified, bench repairs will be return shipped via priority delivery. Customer shall ship the System to Philips in accordance with Philips shipping instructions.

US SERVICE AGREEMENTS - POST WARRANTY

HEARTSTART MRx – M3536A

AGREEMENT TYPE	DESCRIPTION	NET PRICE
BENCH REPAIR AND PERFORMANCE ASSURANCE		
890416-B01-A09	Bench Repair- per device per year (1 year and purchased at point of equipment sale) 5%	\$534.85
890416-B01-A10	Bench Repair – per device per year (2 years and purchased at point of equipment sale) 10%	\$506.70
890416-B01-A11	Bench Repair – per device per year (3 years and purchased at point of equipment sale) 15%	\$478.55
890416-B01-A12	Bench Repair – per device per year (4 years and purchased at point of equipment sale) 22%	\$439.14
890416-A08	Performance Assurance – Optional service in addition to an Onsite or Bench agreement. Per device per year (1 year and purchased at point of equipment sale) 5%	\$332.50
890416-A08	Performance Assurance- Optional service in addition to an Onsite or Bench agreement. Per device per year (2 years and purchased at point of equipment sale) 10%	\$315.00
890416-A08	Performance Assurance - Optional service in addition to an Onsite or Bench agreement. Per device per year(3 years and purchased at point of equipment sale) 15%	\$297.50
890416-A08	Performance Assurance - Optional service in addition to an Onsite or Bench agreement. Per device per year (4-6 years and purchased at point of equipment sale) 22%	\$273.00

Jan 3, 2014 (Rev 1 1/3/13)

SCHEDULE 1: WARRANTY AND CLASSIFICATION TABLE

PHILIPS PRODUCT WARRANTY

Patient Care and Clinical Informatics (“PCCI”) Products

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached and applies to the Patient Care and Clinical Informatics Products listed on the quotation, hereinafter “PCCI Products.” This warranty does not apply to replacement parts. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation unless defined herein.

1. WARRANTY

A. Commencement of Warranty Period. For all products that do not require installation, the warranty period begins on the date of invoice. For products that require installation, the warranty period begins upon completion of installation and product availability for first patient use. Available for first patient use means the product has been installed and substantially meets Philips’ published specifications.

B. Product Specifications. Product Specifications means specific technical information about Philips products, which is published in Philips product manuals and technical data sheets in effect on the date Philips ships Customer’s order.

C. Product Type and Warranty.

Category 1: Software Only Products (including Software Upgrades)

If the PCCI Product described in the quotation includes only Philips software, then Philips warrants that any and all media on which the Software is delivered to the customer shall be free of defects in material and workmanship for a period of ninety (90) days or as otherwise stated in the “PCCI PRODUCT WARRANTY CLASSIFICATION TABLE”.

Category 2: Philips Integrated Hardware/Software Products/Supplies. Philips Integrated Hardware/Software Products are those which run on Philips designated hardware platforms and which contain hardware which is part of the Philips PCCI Product as described in the Product’s Specifications. Philips warrants such PCCI Products against defects in materials and workmanship and will perform substantially within the Product’s Specifications for a period of 12 months or as otherwise set forth on the attached Warranty Classification Table. Designated hardware platforms are hardware validated by Philips to operate PCCI software products in a manner consistent with Product Specifications. Philips warrants supplies products against defects in materials and workmanship for a minimum of one year or the balance of the product’s shelf life.

Philips Hardware Product Upgrades are those which provide additional functionality to Integrated Hardware Products. Philips warrants such PCCI Product Upgrades against defects in materials and workmanship and will perform substantially within the Product’s Specifications for a period of 90 days.

Category 3: Non-Philips Complementary PCCI Products.

Non Philips Complementary Products are Customer selected hardware, which are not part of the Philips PCCI Product as described in the Product's Specifications. For Non Philips Complementary Products, the hardware supplier warranty will be passed through to the customer and the Philips PCCI warranty shall not apply.

D. Exclusions. Philips does not warrant PCCI Products to operate error free or without interruption. Philips does not warrant third party hardware including hardware component upgrades; third party software including software upgrades; third party operating systems or operating system patches, fixes and updates. Network hardware components, network operating systems, and network wires are not covered by this warranty document. Consumables used in the operation of the PCCI Product, such as, but not limited to storage media, are not covered under this warranty document. Any fixes, patches, updates or upgrades to the Software, including without limitation, any professional services are not covered by any warranty or condition, express, implied, or statutory.

E. Warranty Limitations. The above warranties do not apply to defects resulting from improper or inadequate maintenance or configuration by Customer; Customer or third party supplied software, interfacing or consumables; unauthorized modification; improper use or operations outside of the Specifications for the PCCI Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair. The warranty services do not include: servicing or replacing components of the PCCI Product other than those listed in the exhibits; the cost of consumable materials; providing software updates and upgrades, back-up copies of software, or the programming of custom code providing any service or parts specifically excluded under the quotation.

The warranties do not include any service necessary due to: a design, specification, or instruction provided by Customer or Customer representative; the failure of anyone other than Philips or Philips' subcontractor to comply with Philips' written instructions or recommendations; any combining of the PCCI Product with a product or software of other manufacturers other than those recommended by Philips; any alteration or improper storage, handling, use or maintenance of the PCCI Product by anyone other than Philips or Philips' subcontractor.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS PCCI PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PCCI PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PCCI PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

2. ACCESS TO PCCI PRODUCT

Philips shall have full, free and safe access to the PCCI Product and Customer's operation, performance and maintenance records for the PCCI Product, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachments, features or other equipment necessary to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if access is not provided to the PCCI Product and Customer's records. Should Philips be denied access to the PCCI Product or Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by the Customer for "waiting time".

3. WARRANTY COVERAGE & RESPONSE TIME

Philips will provide to the Customer the on-site or remote Warranty service hours set forth on the Warranty Classification Table. Initial telephone response time will be within two (2) hours 8a.m. through 5p.m., Monday through Friday, excluding Philips holidays and within four (4) hours after hours Customer local time.

4. TRANSFER OF PCCI INSTALLABLE PRODUCT

At Philips' discretion, if Customer transfers or relocates the PCCI installable Product, or any portion thereof, all obligations under this warranty document will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. At Customer's request, Philips, at its discretion, will re-locate the PCCI Product and shall re-certify the PCCI Product, at the Customers expense.

5. CUSTOMER RESPONSIBILITIES FOR NETWORKED PRODUCTS

A. System Administrator. The Customer shall designate and train system administrator(s), as defined in the Professional Services Statement of Work (SOW) if applicable, who will serve as Philips' primary support contacts (the "Administrators") during the applicable warranty period. If the Customer does not have trained Administrators, then the Customer will be required to purchase an optional PCCI Product administration service from Philips.

B. Remote Access. The Customer shall provide Philips with remote access to the PCCI Product as per the Products Specifications and shall notify Philips of any changes to remote access connection procedures. Customer must also provide Philips with the network and local machine access privileges necessary to perform the warranty services. In the event that the Customer prohibits Philips from remotely accessing the PCCI Product and Philips unnecessarily sends a field service engineer to the PCCI Product site, the Customer will be charged for the services rendered based upon Philips' then-current standard labor and material rates.

C. Security. Philips has taken commercially reasonable steps to ensure that all software is free from computer viruses intentional or unintentional that disable, harm or otherwise disrupt computer systems or networks. Philips accepts no liability in respect to any loss, cost, damage, inconvenience or expense suffered as a result of any computer viruses. Post installation, Customer is solely responsible for providing adequate security to prevent unauthorized access to or use of the PCCI Product, including but not limited to access to proprietary and confidential information.

D. Data Reconstruction. The Customer is responsible for following the backup processes recommended in the Product Specifications. The Customer is responsible for the reconstruction, restoration, retrieval or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval or recovery of any lost or altered files, data, or programs.

6. INTERFACE SUPPORT FOR NETWORKED PRODUCTS

Philips' support of DICOM and HL7 interfaces to the PCCI Product is included in the applicable warranty period only to the extent that such interfaces exist at the PCCI Product location at the time of installation of the PCCI Product. PCCI Product interface support does not include the modification of any interface due to interface changes in third party hardware or software. In the case of a planned upgrade of the PCCI Product or any Software that involves modifications to the PCCI Product interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case Philips shall have the right, but not the obligation, to modify and upgrade the PCCI Product or Software to support such new interface specifications at a schedule and cost to be mutually approved by Philips and the Customer. The Customer shall pay the cost of any additional work required to implement and support the new interface specifications at Philips' then-current standard rates for such service.

7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

See Section 8 of the Agreement

IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

8. FORCE MAJEURE

Philips shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.



SCHEDULE 1-PCCI PRODUCT WARRANTY CLASSIFICATION TABLE

WARRANTY NAME	WARRANTY DESCRIPTION	SERVICE LOCATION	WARRANTY PERIOD	PRODUCT COVERAGE	TESTING TIME	COVERAGE DETAILS
Onsite	Customer site repair	Onsite	1 year	7x24	Maximum next day onsite.	<p>IntelliVue Patient Monitors [MX400, MX450, MX700, MX800, MX40, X2, MP2, MP5, MP5SC, MP5T, MP20, MP30, MP40, MP50, D80]</p> <p>IntelliVue MP2/X2 Battery Extension (865297)</p> <p>IntelliVue Telemetry System (1.4GH)</p> <p>IntelliVue Wireless Infrastructure (802.11)</p> <p>IntelliVue XDS – Preinstalled hardware (865159 XD5)</p> <p>Philips IntelliVue Information Center iX Hardware (H options) – 866023, 866025</p> <p>IntelliVue Information Center N.01 Hardware (H options) 866091, 866092, 866093, 866094, 866095, 866096, 866097, 866112, 866113; N.0 Hardware (H options) 865415, 865418</p> <p>IntelliSpace Event Mgt Hardware -Rel. 11 (866326)</p> <p>Juniper Firewall (866181)</p> <p>Avalon FM20, FM30, FM40, FM50</p> <p>Avalon CTS Cordless Fetal Transducer System</p> <p>Invivo Expression Patient Monitor – 865214</p>

Onsite	Customer site repair	Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	<p>Multi Measurement Server (M3001A)</p> <p>Flexible Module Rack (M8048A), Hemo Extension Module (M3012A), Capnography Extension Module (M3014A), Microstream C02 Extension Module (M3015A/B)</p> <p>Intravascular Oxygen Saturation (SO₂) Module (M1011A)</p> <p>PageWriter TC70 Cardiograph (860315) Most repairs can be completed remotely. Occasional onsite support only if required.</p> <p>PageWriter TC50 (860310) Most repairs can be completed remotely. Occasional onsite support only if required.</p> <p>Stress System ST80i Trolley (860344)</p> <p>ST80i Treadmill (TKM42500)</p> <p>Parameter Modules: Cardiac Output, SP02, Mixed Venous, Invasive Pressure, EEG, Temperature, BIS, BISx</p> <p>IntelliBridge (865115)</p> <p>M3535A Hospital HeartStart MRx (1)</p> <p>M3536A EMS HeartStart MRx (1)</p> <p>M4735A HeartStart XL (1)</p> <p>Invivo Precess 3160 Patient Monitor – 865323, 465485 (2)(10)</p> <p>Invivo Precess 3160 Patient Monitor – 865111 (2)</p> <p>Information Portal 5 (IP5) – 865471 (10)</p> <p>Respironics HRC V60 Ventilator</p> <p>IntelliSave AX700 (866205)</p>
Onsite	Customer site repair	Onsite	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	<p>Respironics HRC V200 Ventilator</p>
Bench	Repair and return of customer unit	Philips Customer Repair Ctr.	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	<p>Innercool RTx Endovascular System</p> <p>Innercool STx consoles</p> <p>Invivo Essential SPO2 Patient Monitor – 865353(10)</p> <p>Respironics ChMV Smartmonitor 2 With Modem, PCMCIA</p> <p>Respironics ChMV Smartmonitor 2 With PCMCIA</p> <p>Respironics ChMV Smartmonitor 2 Ps W/Modem</p> <p>Respironics ChMV Smartmonitor 2 Psl W/Modem</p> <p>Respironics ChMV BiliTx Homecare Package-Neonatal Panel</p> <p>Respironics ChMV BiliTx Homecare Package-Wrap Panel</p> <p>Respironics ChMV Bilichek Advanced System</p> <p>Respironics ChMV Masimo Rad-8 Oximeter</p> <p>Respironics HRC BiPap Focus</p>
Bench	Repair and return of customer unit	Philips Customer Repair Ctr.	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 5-7 business days (5)	<p>Holter Recorders</p> <p>Respironics HRC NM3 Monitor</p> <p>Respironics HRC Trilogy 202 (12)</p>

PHILIPS

Bench	Repair and return of customer unit (with loaner) (2)	Philips Customer Repair Ctr	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	SureSigns VM1, VM4, VM6, VM8, VSi, VS2+, VS3, VS4, VSV (8) SureSigns VS Wireless Bridge (W01 option) M3536A EMS HeartStart MRx (1) 860310 PageWriter TC50 Cardiograph (8)
Bench	Repair and return of customer unit	Philips Customer Repair Ctr	3 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	860306 PageWriter TC30 Cardiograph
Bench	Repair and return of customer unit (with loaner) (2)	Philips Customer Repair Ctr	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	M3535A Hospital HeartStart MRx (1) M4735A / HeartStart XL (1)
Exchange	Product exchange	N/A	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M1019A (G5) M1013A (G1) M1014A Spirometry Module Tympanic Temperature Module (866149) IntelliVue XDS – Hardware Only (865159 XD1) IntelliVue Cableless SpO2 Pod (865215), IntelliVue Cableless NIBP Pod (865216), IntelliVue Cableless Respiration Pod (865218) IntelliVue TcG10 Module (865298) IntelliVue NMT Module (865383) IntelliBridge EC5 ID-Module (865114) IntelliBridge EC40/80 Hub (865056) StressVue System (not including treadmills)(11) Stress System ST80i (860343) ST80i Upgrade Kit (860351) Invivo Expression Display Control Unit (DCU) Respironics ChMV NeoPAP CPAP Device
Exchange	Product exchange	N/A	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	861388 HeartStart FR3 Text 861389 HeartStart FR3 ECG M3860A HeartStart FR2+ (ECG) M3861A HeartStart FR2+ (TEXT) 861458 ReFurb FR2+ ECG 861459 ReFurb FR2+ TEXT
Exchange	Product exchange	N/A	8 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M5066A HeartStart Onsite M5068A HeartStart Home 861304 HeartStart FRx
Media		NA	90 days (3)	NA	NA	Philips IntelliVue Information Center iX A Software (000)

Replacement Only						<p>option) – 866023, 866025</p> <p>IntelliVue Information Center N.01 Software (A options) 866091, 866092, 866093, 866094, 866095, 866096, 866097, 866112, 866113</p> <p>IntelliBridge Enterprise (866183)</p> <p>IB SC50 Device Interfacing Engine (866022)</p> <p>IntelliVue Mobile Caregiver (866337)</p> <p>IntelliVue Guardian Software - 866009</p> <p>CS770 IntelliSpace Critical Care and Anesthesia (866072)</p> <p>CompuRecord (865230)</p> <p>IntelliSpace Perinatal, Revision H.00 – 866131, 866132, 866133</p> <p>OBTV G.0 Software Only (865342)</p> <p>IntelliSpace Event Management (release 11) 866030</p> <p>TraceMasterVue Software Only for Clinic, Basic, Standard, Enterprise, & Universal Editions (860326) (7) including Software Only Upgrades</p> <p>IntelliSpace ECG 860426 (software application only)</p> <p>Holter Software System including Software Upgrades</p> <p>ECG Gateway Software (860331)</p> <p>Enhanced Web Server (866109)</p> <p>PIIC MultiPatient Web Server (866193)</p> <p>CSCN Specifications (865461)</p>
Remote (4)	Remote Access	Remote \ Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	<p>TraceMasterVue Turnkey Systems – includes Hardware & Software for Basic, Standard, Enterprise, & Universal Editions (860325) (7)</p> <p>IntelliSpace ECG 860425 (hardware for IECG)</p> <p>TraceMasterVue System Upgrades – includes Hardware & Software (860327)</p>
Remote (4)	Part Replacement	Remote \ Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	StressVue treadmills only TKM42500 and TMX425
Biomed	In-house Biomedical Parts	Customer site	3 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	<p>SureSignsVM1, VM4, VM6, VM8, VSi, VS2+, VS3, VS4, VSV (8)</p> <p>M3536A HeartStart MRx (1)</p>
Biomed	In-house Biomedical Parts	Customer site	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	<p>M3535A HeartStart MRx (1)</p> <p>M4735A / HeartStart XL (1)</p>

Notes:

1. These devices offer optional warranties; the Customer must select one at the time of order or the default of the one year warranty will be applied
2. Philips will provide a loaner for period of time product is under repair.
3. Warranty applies to media only.
4. Most repairs can be completed remotely. Occasional onsite support may be required.
5. 3-7 days does not include transportation to and from Philips' Customer Repair Center.
6. Excluding scheduled Philips holidays.
7. When ordering TraceMasterVue Software Only with the OrderVue option, OrderVue receives a 90 day media only warranty; When ordering TraceMasterVue Turnkey Systems with the OrderVue option, OrderVue receives a 1 year remote/onsite warranty
8. These devices offer optional warranties; the Customer must select one at the time of order or the default warranty will be applied. Note: the VSi, VS2+, and VS4 offer purchasable warranties for extended years of service as well.
9. Demo equipment will receive the same warranty as new equipment.

10. In vivo Patient Monitors are supported both onsite and at the bench
11. Primary warranty is exchange although, if the problem cannot be resolved by the CCSC, then FSE onsite will be utilized
12. When supplied by Philips, a 90 day warranty will be offered on the internal and detachable battery.

Philips Healthcare

Revision 10-09-13



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/31/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA, Inc. 1166 Avenue of the Americas New York, NY 10036 Attn: NewYork.certs@Marsh.com Fax: 212-948-0500 705401-CTAPP-XS-14-15	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No): INSURER(S) AFFORDING COVERAGE INSURER A: HDI-Gerling America Insurance Company INSURER B: Safety National Casualty Corp. INSURER C: INSURER D: INSURER E: INSURER F: NAIC # 41343 15105
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COVERAGES**CERTIFICATE NUMBER:**

NYC-005669132-13

REVISION NUMBER: 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GLD12308-02	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 10,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CAS4047561	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$ 0 <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE			CUD12309-02	12/31/2014	12/31/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	LDS4047559 (AOS) PS4047560 (WI)	12/31/2014 12/31/2014	12/31/2015 12/31/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

All operations in the United States and Canada (see attached). The Certificate Holder named below is Additional Insured where required by written contract or agreement under the Vendors' Broad Form referenced on the attached. Coverage Includes Host Liquor Liability. Waiver of subrogation is applicable where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Pinellas County c/o Ebix RCS PO Box 257, Ref. # 96-Z339325 Portland, MI 48875-0257	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Matthew Ferry
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AGENCY CUSTOMER ID: 705401

LOC #: New York

**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

AGENCY Marsh USA, Inc.		NAMED INSURED Philips Electronics North America Corporation 3000 Minuteman Road, MS 5301 Andover, MA 01810
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

Excess Workers' Compensation:

SP4052276 (OH, WA)

Safety National Casualty Corp.

12/31/2014 - 12/31/2015

Self Insured Retention: \$500,000

BI by Accident - Each Accident \$1,500,000

BI by Disease - Each Disease \$1,500,000

BI by Disease - Each Employee \$1,500,000

The policies on Page 1 of the Certificate provide coverage for:

- All operations of the Insured including Independent Contractors, Products, Completed Operations and Contractual Liability.
- The Additional Interest of Lessor as respects premises leased to the Insured.
- Automobile Coverage for all owned, non-owned and hired automobiles.
- The Additional Interest of Lessor as respects vehicles leased to the Insured.
- WC in ALL states excluding Monopolistic States where the insured is not a qualified self-insurer and Canadian Accident Fund.



Philips Electronics North America Corporation

3000 Minuteman Road, Andover, MA 01810

Subject: Memorandum of Insurance

We have changed how we respond to customer requests for information about our insurance program. We now offer an online Memorandum of Insurance (MOI) which can be viewed and printed any time you need this information. This Memorandum not only provides you with more timely information, but it also helps to reduce the paperwork involved for all parties to the transaction.

As of 12/31/08, you may obtain information about our insurance coverage from the Memorandum of Insurance (MOI) on the website address listed below. Please retain this website address so that you can refer to it whenever you need information about our insurance program. Please note that the website address is case sensitive.

<p>Memorandum of Insurance Web Address: http://www.marsh.com/moi?client=A582 *Do not include the "http://", start with www</p>

This online service is provided through our insurance broker, Marsh. You will be asked to read and agree to the terms and conditions of service from Marsh prior to printing or viewing our Memorandum of Insurance.

Should you have any questions, the contact person listed on the Memorandum website is available to assist you in accessing this information.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas Gannon".

Thomas Gannon
Risk Manager

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – VENDORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Your Products
All Vendors of the Insured's Products	All Products manufactured, sold or distributed by the Insured
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule, but only with respect to "bodily injury" or "property damage" arising out of "your products" shown in the Schedule which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and
2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

B. With respect to the insurance afforded to these vendors, the following additional exclusions apply:

1. The insurance afforded the vendor does not apply to:
 - a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - b. Any express warranty unauthorized by you;
 - c. Any physical or chemical change in the product made intentionally by the vendor;
 - d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
- g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- 2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.