

**Solicitation Number: 041823****CONTRACT**

This Contract is between Sourcewell, 202 12<sup>th</sup> Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **ZOLL Medical Corporation**, 269 Mill Road, Chelmsford, MA 01824 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for **Critical Care and EMS Equipment** from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

**1. TERM OF CONTRACT**

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

**EXPIRATION DATE AND EXTENSION.** This Contract expires June 30, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

**2. EQUIPMENT, PRODUCTS, OR SERVICES**

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship according to Supplier's Limited Product Warranty attached hereto in Attachment A. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with Supplier's documentation. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition, minus applicable sales tax. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged and shall be delivered to Participating Entities FOB destination. If upon inspection goods are found to be non-conforming, Supplier shall correct the non-conformity promptly. Supplier will, in its sole discretion, repair or replace at Participating Entity's request. If the non-conformity is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within ten (10) days at no cost to Sourcewell or its Participating Entities, after which point if no claim has been made, the shipment is deemed to be complete. Participating Entities reserve the right to inspect the Equipment and Products within ten (10) days after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products. The delivery dates provided upon order confirmation and are approximate only and Supplier shall not be liable for or shall the Contract be breached by any delivery by Supplier within a reasonable time after such dates.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition as set forth in Article 3.A.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity. The pricing quoted does not include sales, use, excise, or other similar taxes. The Participating Entity shall pay in addition to the prices quoted, the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Products or Equipment sold hereunder (except any tax based on the net income of Supplier). In lieu thereof the Participating Entity may provide Supplier with a tax exemption certificate acceptable to the taxing authorities.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

D. RETURNS AND CANCELLATION. (a) The Participating Entity shall obtain authorization from Supplier prior to returning any of the Products or Equipment. (b) If the Participating Entity receives authorization from Supplier to return a Product or Equipment for credit; then the Participating Entity shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than \$50.00 per product. (c) Any change in delivery caused by the Participating Entity that causes a delivery date greater than six (6) months from the Participating Entity's original order date shall constitute a new order for the affected Products or Equipment in determining the appropriate list price. Notwithstanding the foregoing, products categorized as consumables or disposables (for example electrodes, catheters, cartridges, and related accessories) are non-returnable unless the products (a) were shipped in error by Supplier and are returned within thirty (30) calendar days of the invoice date, (b) are non-conforming or defective and returned within the applicable warranty period, or (c) are those of which Supplier specifically authorized in writing for return. Products or Equipment returned without Supplier's prior written authorization shall be refused. Products or Equipment authorized for return and returned within thirty (30) calendar days must be unopened, undamaged and properly packaged by the Participating Entity to prevent damage during shipping. Supplier will not issue a return credit for products that are damaged during shipment. The Participating Entity is responsible for any return freight charges, unless due to a delivery nonconformity.

#### 4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

#### 5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally have access to purchase the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access and with Participating Entities are bound under the terms and conditions of this Contract for any purchases made thereto. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.



## 6. PARTICIPATING ENTITY USE AND PURCHASING

A. **ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity. Payment by the Participating Entity is due NET thirty (30) days from invoice date. Supplier reserves the right at any time to change or rescind payment terms based on assessment of a Participating Entity's financial condition or prior payment record. All shipments and deliveries shall at all times be subject to the approval of credit by Supplier. Supplier may at any time decline to may any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to Supplier.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order prior to shipment, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## 7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

## 8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee of 1.5% of net sales to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

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The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied of the total net sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

#### **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

#### **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

- A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.
- B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.
- C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.
- D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.
- E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## 11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent directly caused by any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law. The Supplier indemnity obligations are conditions on Sourcewell or the Participating Entities to: (a) provide Supplier with prompt notice of any such claim, and (b) cooperate with Supplier in the defense of any such claim, and (c) provide Supplier sole control of the defense, negotiation and settlement of and such claim. Supplier shall not accept such settlement unless Sourcewell or the affected Participating Entity has approved, in writing, any settlement that requires an admission or liability on Sourcewell or the Participating Entity. Participating Entity may participate in the defense of any claim at its own expense. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUPPLIER'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY PRODUCTS, EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF SUPPLIER, OR OTHERWISE.

## 12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

## 13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

### A. INTELLECTUAL PROPERTY

1. *Grant of License*. During the term of this Contract:
  - a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
  - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any

sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

**3. Use; Quality Control.**

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

**4. Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

**B. PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

**C. MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

**D. ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

#### **15. FORCE MAJEURE**

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control (including, but not limited to, epidemics, pandemics, or by shortages of power or materials). A party defaulting under this provision must provide the other party prompt written notice of the default.

#### **16. SEVERABILITY**

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the parties must continue without delay to carry out all of their responsibilities under the Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, that party will bear any additional costs incurred by the affected party as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

## 18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office (“ISO”) Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for products liability-completed operations, which may be written on a claims-made form

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer’s Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier’s security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Supplier agrees to include Sourcewell and its Participating Entities that access this Contract, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, with respect to this Contract. Supplier agrees to include Sourcewell and Participating Entities that access this Contract as an additional insured under products and completed operations with respect to claims brought against Sourcewell and the Participating Entities that access this Contract caused by a defect in the Supplier's product or the negligence of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds. It is agreed that primary and non-contributing language will not apply to any claim based on the sole negligence of Sourcewell or any Participating Entity accessing this Contract.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

Supplier certifies that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any



Participating Entity. Supplier certifies that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further certifies that it will provide immediate written notice to Sourcewell if this certification changes at any time.

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of

mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining

any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

- O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier’s actions pertaining to this Contract or any purchase by a Participating Entity.
- P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.
- Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.
- R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.
- S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.
- T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

**22. CANCELLATION**

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days’ written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier’s Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

ZOLL Medical Corporation

DocuSigned by:  
*Jeremy Schwartz*  
C0FD2A139D06489...

By: \_\_\_\_\_  
Jeremy Schwartz  
Title: Chief Procurement Officer

Date: 10/25/2023 | 5:10 PM CDT


DocuSigned by:  
*Neil Johnston*  
73F27B738B0A445...

By: \_\_\_\_\_  
Neil Johnston  
Title: Vice President Worldwide Sales

Date: 10/26/2023 | 8:48 AM CDT

041823-ZLL

Approved:

DocuSigned by:  
  
By: 48BAF71B0894454...  
Chad Coauette  
Title: Executive Director/CEO  
Date: 10/26/2023 | 4:58 PM CDT

**ATTACHMENT A****ZOLL Limited Product Warranty**

ZOLL Medical Corporation (ZOLL) warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions for the period of time set forth in the attached schedule. This warranty begins on the date of shipment from ZOLL's facility. During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship. If ZOLL's inspection detects no defects in material or workmanship, ZOLL's regular service charges shall apply. This warranty is not transferrable.

The foregoing warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with

applicable operating instructions or outside of the product's intended purpose, environment or setting. The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").

ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair. For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours. For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.

Products repaired or replaced under this warranty retain the remainder of the warranty period of the repaired or replaced product.

Repair or replacement constitutes the exclusive remedy of the customer and the exclusive liability of ZOLL for any breach of any warranty related to the equipment, accessories or electrodes supplied hereunder.

THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ZOLL IS NOT LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF BUSINESS OR PROFITS) WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY.

## ExpertCare™ Limited Warranty Matrix

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES								
PRODUCT	EMS		HOSPITAL		MILITARY / FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
MONITORS/ DEFIBRILLATORS								
X Series®	1 year	1 year	5 years	1 year	5 years	5 years	5 years	N/A
R Series®	1 year	3 years	5 years	3 years	5 years	5 years	5 years	N/A
Propaq® M	1 year	1 year	5 years	1 year	5 years	5 years	N/A	N/A
Propaq® MD	5 years	5 years	5 years	5 years	5 years	5 years	N/A	N/A
VENTILATORS								
Z Vent®	1 year	1 year	1 year	1 year	N/A	N/A	1 year	N/A
EMV+®	1 year	1 year	1 year	1 year	5 years	5 years	1 year	N/A
330 Multifunction Aspirator	1 year	1 year	N/A	N/A	5 years	5 years	N/A	N/A
MECHANICAL CPR								
AutoPulse®	1 year	1 year	1 year	1 year	1 year	1 year	1 year	N/A
ResQPUMP®	1 year	1 year	N/A	N/A	1 year	1 year	N/A	N/A
PRODUCT	EMS		HOSPITAL		MILITARY / FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
AEDS								
AED Plus®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
AED Pro®	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
ZOLL AED 3®	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Powerheart® G3 Pro	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
Powerheart® G3 Plus	5 years	5 years	5 years	5 years	5 years	5 years	5 years	5 years
Powerheart® G3 Elite	N/A	5 years	N/A	5 years	N/A	5 years	N/A	5 years
Powerheart® G5	6 years	6 years	6 years	6 years	6 years	6 years	6 years	6 years
Mobilize™	N/A	N/A	N/A	N/A	N/A	N/A	1 year	N/A
<p>ADD 2 YEARS ADDITIONAL WARRANTY FROM SHIP DATE WITH AED REGISTRATION            Registering ZOLL AED Plus, Powerheart, and ZOLL AED 3 devices provides two additional years of (not applicable in Japan) warranty.</p>								
PRODUCT	EMS		HOSPITAL		MILITARY / FEDERAL GOVERNMENT		PUBLIC SAFETY / ALTERNATE CARE	
	US & Canada	International	US & Canada	International	US & Canada	International	US & Canada	International
TEMPERATURE MANAGEMENT								
Thermogard XP®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A
SUPERSATURATED OXYGEN THERAPY								
TherOx®	1 year	1 year	1 year	1 year	1 year	1 year	N/A	N/A

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES			
BATTERIES			
MONITORS/ DEFIBRILLATORS	Part Number	Description	Warranty
X Series®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
R Series®	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
Propaq®	8000-0580-01	Battery, Lithium-Ion, SurePower™ II	1 year
VENTILATORS			
Z Vent®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
EMV+®	703-0731-01-01	Battery Pack, 6.6 AH, 14.8V, Lithium-Ion, 12- Cell Conditioned	90 days
MECHANICAL CPR			
AutoPulse®	8700-0752-01	Lithium-Ion Battery	1 year
AEDs			
AED Plus®	8000-0807-01	Type 123 Lithium Batteries	N/A
AED Pro®	8000-0860-01	Non-Rechargeable Lithium Battery Pack	90 days
	8019-0535-01	SurePower™ Rechargeable Lithium-Ion Battery Pack	1 year
ZOLL AED 3®	8000-000696	Lithium Manganese Dioxide Battery Pack	90 days
Powerheart® G3 Pro	9145-301	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Plus	9146-302	Intellisense® Lithium Battery	90 days*
Powerheart® G3 Elite	9146-702	Intellisense® Lithium Battery	90 days*
Powerheart® G5	XBTAED001A	Intellisense® Lithium Battery	90 days*
* Intellisense® Lithium Battery Replacement Program (Four years from date of installation. Conditions Apply - See Policy For Details)			



GLOBAL PRODUCT LIMITED FACTORY WARRANTIES		
CHARGERS		
Part Number	Description	Warranty
8200-00010-01	SurePower™ Single Bay Charger	1 year
8050-0030-01	SurePower™ Charger Station	1 year
8300-0500-01	SurePower™ Charger Station w/Charger Adaptors	1 year
8700-0753-01	AutoPulse® Battery Charger, U.S., Multi-Chemistry	1 year
8911-000290-01	Mobilize™ Refill, Item PC, Tablet Charger	90 days

GLOBAL PRODUCT LIMITED FACTORY WARRANTIES			
ACCESSORIES			
Product	Part Number	Description	Warranty
X Series® R Series® Propaq®		SPO2 Cables and Sensors	9 months
X Series®	8000-001392	Masimo Rainbow® EMS RC-4 Patient Cable	2 years
R Series®	8000-0312 8000-0367	Mainstream - CAPNO 5 CO2 Sensor and Cable Sidestream - CAPNO 5 LoFlo CO2 Module	limited lifetime warranty* *Original purchaser only
Thermogard XP® Catheters Start Up kits Guidewires		6 months	
TherOx® SSO <sub>2</sub> Catheters and Cartridges		Warranty is valid through the shelf life date stated on the packaging.	
Electrodes		90 days	
Other Cables		90 days	

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# RFP 041823 - Critical Care and EMS Equipment

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## Vendor Details

Company Name: ZOLL Medical Corporation  
269 Mill Road  
Address: Chelmsford, Massachusetts 01824  
Contact: Contracts Department  
Email: bids@zoll.com  
Phone: 978-421-9655  
HST#:

## Submission Details

Created On: Friday March 03, 2023 08:04:38  
Submitted On: Tuesday April 18, 2023 12:27:39  
Submitted By: Contracts Department  
Email: bids@zoll.com  
Transaction #: d96ae371-c6cb-46cf-a52b-4ec2f439df11  
Submitter's IP Address: 67.218.11.44

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

**General Instructions** (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	ZOLL Medical Corporation
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	ZOLL does not have any subsidiary entities. ZOLL is a subsidiary entity of Asahi Kasei Corporation.
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	ZOLL Medical Corporation ZOLL Medical Canada Inc.
4	Provide your CAGE code or Unique Entity Identifier (SAM):	CAGE: 0UJ27 / UEI: YNFJYW1DZ9T3
5	Proposer Physical Address:	269 Mill Road, Chelmsford, MA 01824
6	Proposer website address (or addresses):	<a href="https://www.zoll.com">https://www.zoll.com</a>
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Neil Johnston, Vice President Worldwide Sales, 269 Mill Road, Chelmsford, MA 01824, NJohnston@zoll.com, 978-421-9256
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Stacy Freeman, Senior Contract Specialist, 269 Mill Road, Chelmsford, MA 01824, stacy.freeman@zoll.com, 351-500-3500
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Caitlin Baillargeon, Bid and Proposal Contract Specialist, 269 Mill Road, Chelmsford, MA 01824, caitlin.baillargeon@zoll.com, 351 500-3581

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Today, ZOLL's product portfolio and customer base have greatly expanded. Hospitals, emergency medical services (EMS), and lay rescuers across the globe use ZOLL professional and automated external defibrillators every day to treat sudden cardiac arrest and improve outcomes. Our comprehensive product portfolio also includes the world's only wearable defibrillator; a revolutionary automated CPR system; rapid, highly efficient intravascular and surface temperature management systems for patients who require therapeutic cooling or warming; and intrathoracic pressure regulation (IPR) therapy, which creates a vacuum inside the chest cavity that enhances circulation, increases blood pressure, and lowers intracranial pressure.</p> <p>In 2015 our ResQCPR™ System became the first and only CPR device with an FDA-approved indication to "increase the likelihood of survival in adults who have experienced non-traumatic cardiac arrest." Cardiac arrest victims treated with the ResQCPR System were 49% more likely to be alive one year after the event than patients treated with conventional manual CPR. We also offer a family of portable ventilators for environments ranging from the emergency department to military operations, and every care environment in between.</p> <p>At ZOLL we also feel strongly that we need to address data management and analysis. One of ZOLL's core principles is that if you can't measure something, you can't improve it. Our data offerings are unmatched. When the call first comes in, EMS systems use RescueNet® Navigator to get the crew to the scene as quickly as possible. After the crisis has passed, RescueNet Code Review enables a code team to see events as they occurred, providing the ECG, the vital signs, and the depth and rate of compressions for a post-event analysis.</p> <p>In all, we are focused on key areas that we believe make a real difference to our customers and their patients: investing in people and research, delivering innovative products, and helping our customers save lives that might otherwise be lost. Investments in research and development in our quest to continue delivering products that set new standards of care are above average for the industry and our spending in clinical research is unequalled. Our ongoing commitment is to being a consistent, stable, and reliable partner whom our customers can count on to achieve meaningful business and clinical advances.</p> <p>ZOLL's commitment to our customers is paramount in everything we do. We recognize the unique challenges faced by each of the markets ZOLL serves and work with our customers to address their needs. Through ongoing research and development, intelligent engineering, and strategic acquisitions, we have pursued this goal for more than three decades by offering best in class, technically advanced products and by adding new capabilities.</p>
11	What are your company's expectations in the event of an award?	<p>If awarded this opportunity, ZOLL Medical Corporation stands ready to serve the needs of Sourcewell US and Canadian members, and we look forward to the possibility of a long and mutually rewarding partnership. ZOLL is focused on improving patient outcomes with "cutting-edge" resuscitation and acute critical care technology. Our family of products offers the most integrated system of clinical solutions for Critical Care and EMS services as well as complementary products and services to provide data integration and management. We understand the unique needs of first responders and for four decades have been committed to developing "leading-edge" resuscitation products with those needs in mind. If awarded this opportunity, it is our expectation to keep up with the level of services provided for Sourcewell and its members.</p>
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>ZOLL has consistently increased its revenue profits annually, as we are one of the top suppliers of this commodity. Based on our detailed consolidated financial statements from our parent company Asahi Kasei Corporation we have shown financial growth by year which can be seen in our attached financial reports from our parent company Asahi Kasei.</p>
13	What is your US market share for the solutions that you are proposing?	<p>ALS Monitor/Defibrillators = ~50% Vents and mechanical CPR = ~33%</p>
14	What is your Canadian market share for the solutions that you are proposing?	<p>ALS Monitor/Defibrillators = ~70% Vents and mechanical CPR = ~33%</p>
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>ZOLL Medical Corporation has never petitioned for a bankruptcy protection.</p>

16	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives.</p> <p>ZOLL markets its lifesaving EMS devices to include monitor/defibrillators, mechanical cpr, ventilation and data solutions. Our EMS customers are supported by 100 sales managers, 30 implementation and training representatives and 37 technical support personnel.</p> <p>ZOLL maintains manufacturing facilities in Chelmsford, MA; Deerfield, WI; San Jose, CA; Pawtucket, RI; and... where all of our lifesaving equipment is manufactured, tested, supported, and distributed from.</p> <p>ZOLL also provides AED Program Compliance/Management SaaS services through Rescue Ready Services, the support team is based out of Chelmsford, MA and will support any of our public safety customers using one of the Rescue Ready Services programs (PlusTrac, PlusCare, or PlusLearning).</p> <p>Every day, you rely on your equipment to help you make sound treatment decisions and save lives. The consequences are high when your equipment doesn't work. Let ZOLL® support efforts with our Expert Care™ Service. Our preventive maintenance and service provides peace of mind, ensuring that your equipment is in proper working order every time you need it.</p>	*
17	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>ZOLL is an FDA registered Medical Device Company with product that falls into all classifications. Our Class III products have PMA approval, as well as 510(k) approval for Class II products. We are an ISO 13485 registered and certified organization enrolled in the FDA initiative "Case for Quality" program through CMMI Institute. We are certified as an MDSAP organization for US, Canada, Australia, Japan, and Brazil audited yearly to maintain a certified standing. Our products comply to the latest industry guidelines and standards as published in our Operators Guide. Our Quality Management Systems holds our Suppliers to the highest standards for Quality, Reliability, and Compliance.</p>	*
18	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>ZOLL has not received any suspension or disbarment to our organization during the past 10 years. ZOLL has been committed to abiding by rules and regulations to remain in compliance with all applicable laws.</p>	*

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	<ul style="list-style-type: none"> <li>• October 2021 – ZOLL Medical Announces its XSeries® Advanced monitor/defibrillator was recognized by EMS World with its annual Innovation Award. <a href="https://www.hmpglobelearningnetwork.com/site/emsworld/original-contribution/2021-emsworld-innovation-award-winners">https://www.hmpglobelearningnetwork.com/site/emsworld/original-contribution/2021-emsworld-innovation-award-winners</a></li> <li>• January, 2021 - ZOLL® Medical announced that its ZOLL AED 3® and ZOLL AED 3 BLS automated external defibrillators (AEDs) were recognized by the World of Safety &amp; Health Asia (WSHAsia) in its inaugural New &amp; Innovative Solutions Awards program. As the only products to receive a five-star rating, the ZOLL defibrillators were recognized for their unrivaled smart technology and the industry's shortest interval between compressions and shock delivery.</li> <li>• April 2019 - ZOLL's Medical Corporation, a manufacturer of resuscitation devices and related software solutions, announced that it has received the Omega NorthFace ScoreBoard AwardSM for a seventh consecutive year. The award is presented annually by the Omega Management Group Corp. to organizations that, as rated by their own customers, demonstrate excellence in customer service and support.</li> <li>• November, 2020 – Mobilize™ Comprehensive Trauma Kit wins Occupational Health &amp; Safety New Product Award for Emergency Response <a href="https://nationalsafetyinc.com/zoll-8911-001000-01-mobilize-comprehensivetraumakit.html">https://nationalsafetyinc.com/zoll-8911-001000-01-mobilize-comprehensivetraumakit.html</a></li> </ul> <p>ZOLL AED 3 AND COMPREHENSIVE RESCUE SYSTEM HONORED FOR ABILITY TO IMPROVE WORKPLACE SAFETY Two ZOLL Products Named 2020 New Products of the Year by Occupational Health &amp; Safety Magazine <a href="https://www.zoll.com/news-releases/2020/11/10/zoll-aed-3-and-comprehensive-rescue-system-honored-for-ability-to-improve-workplace-safety">https://www.zoll.com/news-releases/2020/11/10/zoll-aed-3-and-comprehensive-rescue-system-honored-for-ability-to-improve-workplace-safety</a></p> <ul style="list-style-type: none"> <li>• May 2018 Mobilize Rescue Systems announces that the company has been honored with the Bronze Edison Award for Medical Innovation at the Edison Awards. <a href="https://edisonawards.com/past-winners/">https://edisonawards.com/past-winners/</a></li> </ul>
20	What percentage of your sales are to the governmental sector in the past three years	<p>The percentage of sales to the governmental sector in the past three years is:</p> <p>2020 - 8% to 10% 2021 - 8% to 10% 2022 - 8% to 10%</p>
21	What percentage of your sales are to the education sector in the past three years	<p>Since ZOLL sells AEDs into the public safety sector through a network of approved distribution partners we do not have an exact estimate of how many AEDs our distribution partners supply into the educational sections. Conservative estimates are approximately 20% of total AED sales.</p>
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>CMAS 2020 - \$4.4M 2021 - \$5.7M 2022 - \$6.5M</p> <p>NASPO 2020 - \$27.5M 2021 - \$32.8M 2022 - \$14.9M</p> <p>STATE OF OHIO 2020 - \$2.8M 2021 - \$2.1M 2022 - \$1.4M</p>
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	<p>FSS: V797D-40135</p> <p>FY20:\$11,496,518.00 FY21:\$4,792,229.00 FY22: \$3,994,997.00</p>

**Table 4: References/Testimonials**

**Line Item 24.** Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Georgia State Patrol	Col Chris Wright	404-624-7477	*
City of Chicago Public Schools	Department of Leadership	773-553-1000	*
Miami-Dade Police Department	Main Office	305-476-5423	*

**Table 5: Top Five Government or Education Customers**

**Line Item 25.** Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Municipal Fire Department California	Government	California - CA	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$5 Million	*
Paramedic Services Division/County EMS Agency	Government	ON - Ontario	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$5 Million	*
County EMS Agency	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$4 Million	*
Miami Dade Police	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$4-5 Million	*
Florida State Highway Patrol	Government	Florida - FL	Capital Equipment and related/ongoing accessories.	~900-2000 commodity sales.	\$4-5 Million	*

**Table 6: Ability to Sell and Deliver Service**

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives.  ZOLL markets its lifesaving EMS devices to include monitor/defibrillators, mechanical cpr, ventilation and data solutions. Our EMS customers are supported by 100 sales managers, 30 implementation and training representatives and 37 technical support personnel.	*
27	Dealer network or other distribution methods.	ZOLL markets and sells its lifesaving AED devices, Mobilize Trauma kits, and Rescue Ready Services, through our network of approved distribution partners who are supported by a network of 48 direct ZOLL sales managers, 5 Law Enforcement Market Specialists, 180 implementation/service representatives, and 106 manufacturer's representatives.	*



28	Service force.	<p><b>Technical Service and Support</b>  ZOLL® Technical Support and Service Department is dedicated to providing world-class technical support around the globe. Our award-winning technical support team takes pride in delivering high-quality service to our customers. Our staff of highly skilled, trained professionals has extensive experience in technical and clinical applications, electronics, and process quality control.</p> <p><b>North America Technical Support</b>  Monday through Friday   8:30 a.m. to 6:00 p.m. EST  U.S.: 800-348-9011 (press 1 for technical support)  Canada: 866-442-1011  Visit <a href="http://zoll.com/ExpertCareSupport">zoll.com/ExpertCareSupport</a> to submit an inquiry, report an issue, or place a service part order.</p> <p><b>Emergency Technical Support</b>  Emergency Technical Support is available outside of normal business hours 365 days a year, by calling 800 348-9011 or 978 421-9655 to speak to an on-call technician.</p> <p><b>Product Related Issues</b>  We are pleased to provide technical assistance through our Technical Support Department, should you have questions about your ZOLL device and/or require service/repairs.  Monday through Friday   8:30 a.m. to 6:00 p.m. EST  800-348-9011 (press 1 for technical support)   <a href="http://zoll.com/ExpertCareSupport">zoll.com/ExpertCareSupport</a></p> <p><b>Repairs</b>  Repairs The ZOLL Service Depot performs repairs and preventive maintenance for all ZOLL devices. Our service technicians are highly skilled and trained in accordance with our technical service standard operating procedures. Extensive training is required for all technicians prior to evaluating and repairing any device. All devices serviced in our Service Depot undergo a rigorous and systematic recertification process prior to their return.</p> <p><b>Upgrades</b>  Software upgrades will be provided at no charge if the software upgrade is required to repair a deficiency in the existing software. Hardware upgrades will be provided at no cost if the hardware is required to perform the software upgrade necessary to repair a deficiency in the existing software.</p> <p>Outside the U.S.: Contact your local ZOLL office or authorized distributor.  Within the U.S.*: Contact the upgrade specialist.  800-348-9011   <a href="mailto:serviceupgrades@zoll.com">serviceupgrades@zoll.com</a>  *Service loaners will be available for use during the upgrade process.</p> <p><b>Non-Technical Customer Support – Customer Service</b></p> <p>ZOLL® knows the importance of providing quality and timely services to customers. ZOLL is staffed with knowledgeable, extensively trained customer service representatives who know what it takes to make our customers feel valued and important. Our quality processes in order management and call handling have made us a leader in implementing customer satisfaction and retention programs.</p> <p><b>Contact Customer Service for Non-Technical Questions</b>  Customer service is available to answer non-technical questions regarding product features and benefits, individual purchases, pricing, refunds, rebates, shipping status, or other service-related information. You can contact our customer service representatives by phone or e-mail:</p> <p>Monday - Friday  8:30 a.m. to 6:00 p.m. EST  978 421-9440 Direct  800 348-9011 Toll-free (US)  866-442-1011 Toll-free (Canada)</p>
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29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	<p>ZOLL's ordering process is as follows:</p> <p>Direct Sales: ZOLL offers many methods of ordering to make the process as convenient as possible for our customers. Purchase Orders can be submitted to the following:</p> <ul style="list-style-type: none"> <li>o PHONE: 800-348-9011 (M-F 8:30am-7:00pm EST) consumables only</li> <li>o FAX: 978-421-0015</li> <li>o ONLINE: ZOLL WebStore @ <a href="https://www.zollwebstore.com/">https://www.zollwebstore.com/</a> consumables only</li> <li>o EMAIL: <a href="mailto:esales@zoll.com">esales@zoll.com</a></li> </ul> <p>All orders will be processed within 24 hours of being received, and a confirmation will be sent via email to the email address listed on the Purchase Order.</p> <p>Distribution Sales: ZOLL will authorize approved business partners the ability to use the Sourcewell contract. These approved distribution partners will then work with applicable customers to sell products and or services using the ZOLL Sourcewell contract pricing through their normal proposal/quoting/ordering process. Following the delivery of Sourcewell contract related items ZOLL business partners will be required to provide tracing information to ZOLL which will allow ZOLL to properly track all customer orders based off Sourcewell contract</p>	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>ZOLL's provides exceptional customer service to our customers. Our customer service is available to answer non-technical questions regarding product features and benefits, individual purchases, pricing, refunds, rebates, shipping status, or other service-related information. You can contact our customer service representatives by phone or e-mail. We accept phone orders for consumables and accessories only. In the US, we accept Purchase orders via fax, email, EDI and accessories via online webstore. All orders will be processed within one business day upon receipt.</p>	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>ZOLL is willing and able to provide products and services across all 50 states in the United States that are either FDA PMA, 510K, or are approved for sale/distribution within the United States.</p>	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>ZOLL is willing and able to provide products and services across Canada for devices and accessories that have Health Canada approval or that are approved for sale/distribution within Canada.</p>	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>ZOLL is able to provide its products to all of the US and Canada.</p>	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	<p>ZOLL is able to provide its products to all participating Sourcewell members.</p>	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	<p>ZOLL Medical Corporation will consider the restrictions of the State laws in Hawaii, Alaska and US territories. Therefore, our ability to provide and sell our products is based on their restrictions, but there must be a mutual agreement.</p>	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>ZOLL Medical's Sourcewell Marketing plan will include working with Sourcewell to encourage member participation. ZOLL will market the Sourcewell program to our Sales and contract teams, as well as our distribution partners. We will create a Sourcewell page for our distribution portal to facilitate seller access to relevant information and processes. We will leverage Sourcewell flyers and other materials and resources to market to our distributors, manufacturers' reps, and end user customers.</p> <p>Our Marketing plan includes the addition of a Sourcewell page on our website to provide contract information and promote the value of the cooperative. We will create tabletop materials and flyers for tradeshow. Finally, our internal sales enablement team will embark on a lead generation campaign to schedule meetings with our sales team and distribution partners. As appropriate, we will amplify the Sourcewell contract opportunity through social media.</p>
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>ZOLL Medical's marketing efforts leverage technology and digital data across a variety of platforms to promote critical care, sudden cardiac arrest awareness and response, EMS topics and trauma response. ZOLL utilizes paid search, display advertising, social media, email campaigns and Search Engine Optimization (SEO) to create leads and drive traffic to our website. In addition, our Marketing tools include salesforce.com, internal digital asset management platforms and marketing automation software.</p> <p>Sourcewell members will have access to ZOLL.com, where they can learn about our products and services. The Technical Service and Customer Support pages on ZOLL.com enable Sourcewell members to click on an email link or phone number to get help directly from the website.</p> <p>In the event of an award, ZOLL will:</p> <ul style="list-style-type: none"> <li>o Create email outreach campaigns for known Sourcewell members to drive contract awareness.</li> <li>o Maintain and update ZOLL.com to ensure timely and current information, including product manuals.</li> <li>o Notify Sourcewell members of relevant ZOLL-hosted webinars and events.</li> </ul>
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>ZOLL's Sales and Marketing teams are driven by the concept of extreme collaboration, which extends to our business partners, to include Sourcewell in the event of an award. We look forward to partnering in a strong relationship with Sourcewell. As we see it, Sourcewell's role in promoting contract arising from this current RFP may include:</p> <ul style="list-style-type: none"> <li>• Email and other promotional campaigns to members.</li> <li>• Advertising and Marketing materials noting the ZOLL Medical award.</li> <li>• Digital presence and backlinks between the Sourcewell and ZOLL websites.</li> <li>• Mutual support at events at which ZOLL and Sourcewell both exhibit.</li> </ul> <p>Integration of the Sourcewell contract into ZOLL Medical's sales process: ZOLL Sales leadership will create a strategic plan to promote awareness of the Sourcewell contract across all Sales disciplines. This includes background and documented process for working with Sourcewell and its members, and a salesforce.com-based reporting structure to monitor activity and KPIs (key performance indicators). ZOLL's sales team stands ready, willing and able to implement this strategic plan when put in place. ZOLL Sales is committed to supporting Sourcewell members in the sales process.</p>
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Existing customers have the option to email purchase orders to esales@zoll.com. From there, our customer service team will process the order accordingly.

**Table 8: Value-Added Attributes**

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	<p>ALS Direct Products: Change is constant. It's a sign of moving forward. But change brings logistical challenges. The ZOLL XChange™ program was created to ease your adoption of new technologies. A team of experienced EMS professionals, IT specialists, and certified project managers provide industry-exclusive transition services that ensure a smooth conversion to the ZOLL devices for your crews.</p> <p>Product Through Distribution: ZOLL and our distribution partners offer a variety of services and options to support the in-service and setup of our equipment.</p> <p>For AEDs and Mobilize Trauma kits support is offered in various ways depending on how the customer acquires the device. ZOLL offers comprehensive web-based training videos and tools, and in most cases between our manufacturer representatives and our distribution partners will offer onsite in-service/basic training.</p> <p>For ZOLL Rescue Ready Services our customer support team will contact applicable customers to help with their in-service and training on the platform. Once the customer is using PlusTrac ZOLL offers customer support via web-chat, email, and direct phone access. The support team will troubleshoot customer challenges and help address them.</p>	*
41	Describe any technological advances that your proposed products or services offer.	<p>ZOLL Medical internal teams innovate cutting edge technologies to improve outcomes during life-threatening emergencies. ZOLL is dedicated to leveraging emerging technology, as well as adapting proven technologies to optimize device performance.</p> <p>Mobilize™ trauma kits Mobilize™ trauma kits pair with an interactive instructional app, enabling bystanders to help treat victims while EMS is on the way.</p> <p>Rescue Ready Services Powered by cloud based PlusTrac software, this suite of offerings provides sophisticated AED program management, as well as PlusCare on-site service and PlusLearning training programs. PlusTrac includes CheckAED app for remote AED inspection logging using mobile phones.</p> <p>ZOLL AEDs All of ZOLL's AED devices feature Real-Time CPR Feedback. Unique among AEDs currently on the market, ZOLL defibrillators provide integrated proprietary real-time feedback technology to help the rescuer achieve life-saving CPR compression rate and depth, as suggested by American Heart Association Guidelines. Research (Bobrow B, et al. Annals of Emergency Medicine. July 2013;62(1):47-56.31) has found that ZOLL defibrillators, combined with training, more than doubled the chance of survival from sudden cardiac arrest.</p>	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>ZOLL Medical Corporation, through our parent company (Asahi Kasei Corporation), promotes the reduction of environmental impacts and the efficient utilization of resources and energy throughout the entire life cycle in its business activities in order to contribute to a circular economy. Specifically, it will promote the 3Rs of reduction, reuse, and recycling, and increase usage of resources and energy with lower environmental impacts and renewable resources and energy. Our parent company, Asahi Kasei Corporation, has a firm stance on environmental sustainability. In our efforts to meet our targets, we have many environmental policies and initiatives such as Global Environmental Policy, Group Code of Conduct, and targets for GHG Reduction and Carbon Neutrality. Asahi Kasei also has sustainable practices such as recycling, reusing, and reducing resources, promotes biodiversity, preserves water resources, and builds a low carbon society. One of our targets is to have electric vehicle charging stations by April of 2023. Currently, our HVAC units on the roofs are water cooled and chemicals are used to keep bacteria out of the units, so we are replacing HVAC units with air-cooled systems. Therefore, we will be using less water to fill the basins. In addition, ZOLL Medical Corporation utilizes cartons made from 80% post-consumer / 20% virgin materials with inner carton trays made from 100% recycled material for the distribution of goods manufactured by ZOLL. Additionally, ZOLL does reuse cartons designed for the safe transportation of critical items, such as PCBAs. For more information, please see the following link for all sustainability policies and plans. <a href="https://www.asahi-kasei.com/sustainability/">https://www.asahi-kasei.com/sustainability/</a></p>	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Currently ZOLL does not have applicable certifications, labels, or ratings.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	ZOLL's plan for Fiscal Year 2023 is to spend 20.0% in WMBE, SBE and veteran owned businesses. Last year, ZOLL spent 19.8% in these businesses. ZOLL presents a plan to the US Veterans Affairs Department every year.	*

45	<p>What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?</p>	<p>ZOLL AEDs</p> <p>The Effectiveness of Real-time Feedback</p> <ul style="list-style-type: none"> <li>o The American Heart Association (AHA), in a 2013 Consensus Statement, highlighted the importance of devices that can measure and provide feedback on CPR quality. All ZOLL AEDs include integrated, real-time feedback.</li> </ul> <p>"... monitoring of CPR quality is arguably one of the most significant advances in resuscitation practice in the past 20 years and one that should be incorporated into every resuscitation and every professional rescuer program." * – American Heart Association CPR Quality Consensus Statement</p> <p>AEDs: Designed for Unexpected Heroes™</p> <p>ZOLL AEDs support rescuers with real-time feedback technology that guides rescuers through high-quality CPR compressions, critical to helping a sudden cardiac arrest (SCA) victim. With over 2 million installed worldwide, ZOLL AEDs are trusted by safety leaders because they are smart, reliable and ready for the rescue.</p> <p>At ZOLL, we are focused on providing intuitive and intelligent AEDs in every public space around the world and to enable bystanders to act quickly, appropriately and with confidence in sudden cardiac arrest emergencies. That is why all of our AEDs are designed to remove the guesswork and support unexpected heroes throughout the rescue. Together with our distributor partners, we are by your side, giving you the potential to help save lives.</p> <ul style="list-style-type: none"> <li>o No other AEDs support rescuers with integrated, real-time feedback on compression rate and depth like ZOLL AEDs. Real-time feedback technology guides rescuers on optimal rate and depth of chest compressions through voice, text and visual prompts that help ensure the delivery of high-quality CPR.</li> <li>o Automatic Self-Testing: A series of regular automatic self-tests verify that the internal circuitry, battery and pads are fully functional so you can have confidence it will be ready to use.</li> <li>o Designed for Durability: Designed to withstand harsh environments and temperature extremes, ZOLL AEDs have an ingress protection (IP) rating of IP55, which means they are highly resistant to dust and moisture.</li> <li>o Ready for the Rescue: An AED needs to be ready when you need it. All ZOLL AEDs perform a rigorous series of self-tests and use long-life consumables that minimize the frequency of maintenance: <ul style="list-style-type: none"> <li>o ZOLL AED 3® features WiFi connectivity that can report device readiness automatically to program management. Pads and battery have an industry-leading shelf life of five years.</li> <li>o Powerheart® G5 conducts automatic self-tests of critical components and tests battery and pads for both presence and function.</li> <li>o ZOLL AED Plus® pads and batteries last five years, thus requiring less frequent maintenance.</li> </ul> </li> </ul> <p>Mobilize Rescue Systems™: For Those Who Won't Stand By</p> <p>These innovative systems of modern medical supplies paired with an interactive instructional app guides untrained bystanders to help with critical injuries such as severe bleeding, trauma, seizures, choking, hypothermia and more.</p> <p>Mobilize™ trauma and medical response kits pair with an interactive instructional app, enabling bystanders to help treat victims while EMS is on the way.</p> <ul style="list-style-type: none"> <li>o Integrated medical supplies and rescue app with real-time instructions.</li> <li>o Manage life-threatening conditions as well as common accidents and injuries.</li> <li>o No training is required - simple diagnostic prompts and step-by-step guidance to provide care.</li> </ul> <p>Rescue Ready Services: Life Depends on It</p> <p>Our comprehensive program management solutions ensure that safety equipment and trained responders are ready when needed. From tracking consumables to medical direction and addressing compliance with local regulations, you can count on ZOLL.</p> <p>Automated external defibrillators (AEDs) help save lives. But managing a holistic AED program involves much more than just buying an AED; it takes time and effort from a dedicated program manager. To ensure that each AED is ready to use at a moment's notice, for example, it must have working batteries and pads that are within their expiration dates. All potential responders must also be trained in CPR and AED use.</p> <p>Setting up a program with ZOLL Rescue Ready Services that provides a system of care – from pre-event preparedness, to rescue response and post-event support – will enable your organization and responders to be ready for an unexpected sudden cardiac arrest (SCA) emergency and to help to save lives when every minute counts.</p> <p>ALS Devices:</p> <p>At ZOLL, we're passionate about improving patient outcomes and helping save lives. We provide innovative technologies that make a meaningful difference in people's lives. Our</p>
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medical devices, software, and related services are used worldwide to diagnose and treat patients suffering from serious cardiopulmonary and respiratory conditions. ZOLL's proprietary Rectilinear Biphasic Defibrillation Waveform is the only one cleared by the FDA to state superiority over monophasic defibrillation waveforms. The Inovise 12 Lead analysis algorithm has the highest sensitivity for STEMI of any 12-lead algorithm used today.

- o STEMI ECG without confounders – 91%
- o All STEMI ECG's – 76%

The Inovise algorithm specificity is measured to be in excess of 98% in all categories.

X Series® Advanced utilizes Welch Allyn Sure BP® and Smartcuf® technology.

- o Sure BP® assesses during cuff inflation, obtaining readings in as little as 15 seconds.
- o Smartcuf® synchronizes the measurement to the patient's R wave, improving motion tolerance, accuracy and reliability.

The X Series® Advanced is the only ALS device approved for use as an AED with both adult and pediatric patients. It features several technologies to assist in the treatment of cardiac arrest in both populations.

- o Adult
  - RapidShock – Analysis algorithm capable of making a shock/no shock decision in as little as 3 seconds.
- o Pediatric
  - Automatic switching of the X Series Advanced to Pediatric mode when OneStep Pediatric CPR electrodes are connected, lowering the defibrillation Joule settings and peak blood pressure inflation target, along with adjusting alarm settings accordingly.
  - Proprietary AED rhythm analysis algorithm designed specifically for use with pediatric patients.
  - Pediatric-specific defibrillation energy protocol

ZOLL's patented rectilinear pacing waveform has been clinically proven to gain capture more often and at lower current levels than competing noninvasive pacing technology.

ZOLL's Real CPR Help is the only technology capable of providing real-time CPR feedback for Adults and Pediatrics down to age 0 in all modes of operation.

- o Adult:
  - ZOLL offers our CPR Dashboard™ which displays real-time indicators that provide CPR coaching to clinicians targeting a depth of 2 to 2.4 inches and a rate of 100 to 120 compressions per minute on adult patients. Providers will receive audible and visual indicators letting them know if compressions are of proper depth and rate, and if they are releasing quickly enough to allow for full ventricular filling. A Perfusion Performance Indicator (PPI) is another indicator of overall chest compression quality. If compressions are paused for more than 3 seconds, an Idle Timer will display to prompt the clinician to resume CPR.
  - The X Series Advanced also features See-Thru CPR®, unique to ZOLL. See-Thru CPR filters out chest compression artifact so that the adult patient's underlying heart rhythm can be displayed during CPR. By allowing the clinician to visualize the underlying rhythm, this technology minimizes the duration of pauses in compressions, critical to improving patient survival.

- o Pediatric
  - ZOLL offers our CPR Dashboard™ which displays real-time indicators that provide CPR feedback allowing clinicians to target appropriate depth and rate for every age range.

#### Real BVM Help®

The X Series Advanced includes ZOLL's Real BVM Help Technology which provides real-time feedback and coaching on the quality of manual ventilation. Real BVM Help provides clinicians with real time ventilation feedback on both rate and volume for patients managed with a simple BVM or advanced airway.

#### TBI Dashboard®

The TBI Dashboard brings together ventilation, oxygenation, and blood pressure in one display to allow constant monitoring of these three vital signs in patients with traumatic brain injury. The TBI Dashboard is unique; it is the only dashboard of its kind that is designed to help providers monitor these vital trends to help treat the patient before hypoxia, hyperventilation, and hypotension can become an issue.

#### The AutoPulse

The AutoPulse mechanical CPR device squeezes the patient's entire chest to improve blood flow to the heart and brain. The only device of its kind, AutoPulse automatically sizes to the patient, and has shown improved outcomes in numerous clinical trials.

The X-Series Advanced and AutoPulse interoperability.

X Series® Advanced monitor/defibrillator recognizes the unique, patient customized compressions performed by the AutoPulse® Resuscitation System and informs rescuers that high-quality CPR is being administered.



		<p>The Z Vent® Z Vent ® is the ideal transport ventilator designed for pre-hospital and inter-hospital use. Z Vent offers unmatched durability and portability, delivering a full range of ventilation options in a device that's simple to use.</p>
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## Table 9: Warranty

**Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.**

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	<p>ZOLL Medical Corporation does have warranties that covers all products, parts, and labor for one year.</p> <p>ZOLL warrants to the customer that the product(s) purchased from ZOLL or its authorized dealers shall be free from defects in material and workmanship under normal use and maintenance conditions. This warranty begins on the date of shipment from ZOLL's facility.</p> <p>During the applicable warranty period, ZOLL shall, at no cost to customer, either repair or replace (at ZOLL's sole discretion) any part of the product found to be defective in material or workmanship.</p>
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>ZOLL Medical Corporation's warranty shall not apply if the defect, failure or other nonconformance of the product is caused by or attributable to: (i) any maintenance, repair or modification of the product by any party other than ZOLL or its authorized representatives, unless such modification is made with the prior written approval of ZOLL; (ii) use of the product with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any accident, negligence, misuse or accidental damage of the product; or (iv) use of the product in contradiction with applicable operating instructions or outside of the product's intended purpose, environment or setting.</p> <p>The foregoing warranty shall not apply to any equipment on which any original serial numbers have been removed or destroyed. The following are not covered under the warranty: (1) items subject to normal wear and burnout during use, including but not limited to, lamps, fuses, batteries, patient cables and accessories, and (2) software included as part of the equipment (including software embodied in read-only memory, known as "firmware").</p>
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	<p>ZOLL, in its sole discretion, will determine whether warranty service on the product will be performed in the field or through ship-in repair.</p> <p>For field repair, this warranty service will be provided by ZOLL at the customer's facility or an authorized ZOLL facility during normal business hours.</p> <p>For ship-in repair, all products and/or assemblies requiring warranty service should be returned to a location designated by ZOLL, freight prepaid.</p>
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	<p>ZOLL has service technicians available in nearly all of the states and markets in the continental US. We do not have technicians based in AK or HI – we fly in techs as needed for those markets.</p> <p>Our techs complete minor/simple repairs in the field. Complex repairs are completed at our factory repair depot. Technicians are able to deploy spare devices to ensure uptime.</p> <p>We can fly out technicians anywhere in Canada. However, most repairs will need to come in to the ZOLL Canada office as we're only able to do very minor repairs in the field.</p>
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	This is not applicable as ZOLL manufactures our own products.

51	What are your proposed exchange and return programs and policies?	<p>Products cannot be returned without approval from ZOLL's Customer Service Department. An authorization number will be provided which must be printed on the returned merchandise. ZOLL reserves the right to charge shipping and restocking fees on returned items. Special, modified, or discontinued items are not subject to return.</p> <p>Trade-In:</p> <p>ZOLL or competitor's equipment traded in by the customer as an allowance against a purchase of new ZOLL equipment.</p> <p>Re-invoice:</p> <p>An invoice provided to the customer should they decide to keep their trade in equipment or if they do not return the equipment.</p> <p>ZOLL Trade-in Partner:</p> <p>A third party who will receive ZOLL's customer's trade-in equipment directly rather than returning product to ZOLL. Trade Coordinator will make first contact within 45 days of the invoice date. Results are notated on a spreadsheet and will follow up contact date scheduled. Exceptions may be in the case of training/deployment delays, delivery delays or product issues.</p> <p>Trade Coordinator works closely with Sales and Customer to identify when we should expect the trade-in equipment to be returned.</p> <p>Trade Coordinator will make additional collections contact until the equipment is returned or resolution has been completed.</p> <p>Sales representative will get an "Open Trade-In Order report" twice a month showing your outstanding trades. From time to time, we may need your assistance to resolve any outstanding issues.</p>	*
52	Describe any service contract options for the items included in your proposal.	ZOLL will not be providing service contract options for the items included in this proposal.	*

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	ZOLL's payment terms are Net 30 days, and our payment methods include: ACH/Wire transfers, Check, and Credit Card	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	ZOLL offers extended payment options. More specifically, Capital and Fair Market Value Leasing.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	ZOLL does not have standard transaction documents as all of our orders are placed electronically.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	ZOLL does accept the P-card.	*

**Table 11: Pricing and Delivery**

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ZOLL Medical Corporation's pricing model is as follows:  Product Category discounts will flow down to specific items within said categories. Additionally, given the breadth of our offerings across ZOLL, we may have specific line item discounts from time to time that don't fit a specific category in order to allow customers to purchase them as a standalone item when beneficial.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	ZOLL is offering a competitive discount between 2%-20% on all products offered.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	ZOLL will not be offering quantity/volume discounts or rebate programs.	*
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ZOLL's method of facilitating "sourced" products which may be referred to as "open market" items or "nonstandard options" is to provide a quote for each such request.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	For EMS devices, all implementation, training and inspection are included in the purchase of capital equipment.  Most entities who will purchase off the Sourcwell contact will also purchase CPR/AED or First Aid training for employees who require it. Most of these entities will have a contact with a nationally recognized training provider, American Heart Association, American Red Cross, etc, to provide this training. The average cost of an onsite training class is \$700-\$900 for a class of up to 9 learners.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	For direct sales, Sourcwell members will receive free freight on all orders placed directly with ZOLL.  For orders made through distribution, all orders made through distribution will receive free freight when being dropped to the end user.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	ZOLL is providing to Sourcwell members free freight and FOB shipping point terms.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	ZOLL will work with the customer to identify the best distribution/delivery method for the Sourcwell member. This support could vary from delayed shipments (to meet in-service/deployment schedules) to arranging delivery with a freight consolidator. ZOLL will typically ship all order via UPS or FedEx depending on the package contents and shipping requirements/regulations.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	ZOLL is offering a fair and reasonable price to Sourcwell as we have done for other GPO's, cooperative procurement organizations, and state purchasing departments.



**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	ZOLL's self-audit process consists of maintaining a set and updated price list, cross reference participating member purchase orders to the Sourcewell to ensure customer accounts are properly coded. This will ensure that the correct pricing is provided for each Sourcewell order.  ZOLL has the capability to run detailed quarterly sales reports to ensure the administrative fees are accurately calculated and paid.
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Success for ZOLL will be a measure of contract utilization. ZOLL can run detailed sales reports to measure contract adoption and utilization in comparison with other similar types of agreements.  ZOLL would also measure the total sales generated and new customers gained due to the contract. We also be implementing quarterly calls to measure our progress and implement strategies to increase our success with the contract as we move forward.
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ZOLL would like to offer Sourcewell a 1.5% administrative fee in the event that we are awarded a contract.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p><b>ZOLL AED 3</b> The ZOLL AED 3® defibrillator guides rescuers through the process of performing high-quality CPR and can deliver a potentially lifesaving shock to the heart when needed. With a ZOLL AED 3 and quick action, tragedy could be averted. ZOLL's proprietary Real CPR Help® technology helps guide rescuers in performing high-quality CPR in accordance with the most recent guidelines for depth and rate of compression. The innovative, intuitive design and enhanced features of the ZOLL AED 3 will give unexpected heroes both the confidence and knowledge needed to treat sudden cardiac arrest (SCA).</p> <p><b>Powerheart G5 with iCPR</b> Whether you are an experienced rescuer or a first-time responder, you will appreciate how the Powerheart G5 AED combines ease of use, reliability, and advanced technologies to help victims survive sudden cardiac arrest. The Powerheart® G5 AED with Intellisense™ CPR (iCPR) provides corrective feedback to ensure delivery of high-quality compressions. One button dual language functionality and automatic self tests give rescuers the confidence to act.</p> <p><b>ZOLL AED Plus</b> The ZOLL® AED Plus® defibrillator with Real CPR Help technology helps bystanders act quickly and confidently in an SCA emergency. It provides real-time audio and visual feedback to ensure the best possible CPR is achieved and, if necessary, will deliver a defibrillating shock to the victim. As a pioneer in resuscitation technology, ZOLL® has been empowering first responders and unexpected heroes for 25 years. When a life is suddenly in your hands, a ZOLL® AED is what you want to be holding.</p> <p><b>Mobilize™ Trauma Kits</b> Unique among trauma kits, mobilize kits include an app to provide just-in-time instruction to help lay responders save lives while EMS is en route. Comprehensive and Mobile kits include a tablet to deliver instructions at point of treatment. The mobile app is also available to all Mobilize customers for use on any Apple or Android smartphone. The app includes a treatment summary to document and inform arriving EMS of actions taken, including a time stamp of treatment progress steps.</p> <p><b>Rescue Ready Services</b> Lifesaving rescue equipment must be ready the moment it's needed. That means</p>

		<p>ensuring your AED is in working order, your trauma kit is fully stocked, your employees are trained to respond, and your organization is compliant with state regulations. With ZOLL Rescue Ready® Services, you're immediately alerted when your rescue equipment or any other aspect of your program requires attention. Tap into our comprehensive offering of software, services, and training to ensure you're ready to help save lives.</p> <p><b>PlusTrac Program Management</b> Your AED needs to be ready the day you need it, not just the day you buy it. PlusTrac™ AED program management software helps you track and manage consumable items such as pads and batteries, monitors the certification expiration dates of volunteer responders, and keeps track of your compliance with local AED regulations.</p> <p><b>PlusCare™ Service</b> Our national network of experienced, certified service providers offers:</p> <ul style="list-style-type: none"> <li>• On-site service and maintenance</li> <li>• Annual inspections</li> <li>• Device troubleshooting</li> <li>• Replacement of expired batteries and electrodes*</li> <li>• Post-event services</li> </ul> <p>*Available with PlusCare Advanced package only</p> <p><b>PlusLearning™ Training</b> Flexible AED, CPR, and first aid classes are offered in small-group settings.</p> <ul style="list-style-type: none"> <li>• Instructors are nationally accredited professionals.</li> <li>• Classes are offered on-site at your location.</li> <li>• Blended (on-site and online) training experiences meet your staff and volunteer needs.</li> <li>• Wide range of classes from CPR/AED/first aid certification to bloodborne pathogens training.</li> </ul> <p><b>X-Series® Advanced Monitor/Defibrillator</b> For years, ZOLL® devices have provided real-time clinical feedback on CPR to help rescuers deliver high-quality compressions to patients in cardiac arrest. The X Series® Advanced monitor/defibrillator goes beyond cardiac arrest, providing real-time clinical feedback for patients in respiratory distress and patients with a traumatic brain injury.</p> <p><b>AutoPulse® Mechanical CPR Device</b> The AutoPulse® Resuscitation System is an automated CPR device that delivers high-quality CPR. Designed for Resuscitation on the Move™, it provides high-quality CPR at any angle, allowing rescuers to provide CPR without interruption from the scene all the way to the hospital.</p> <p><b>Z Vent® Portable Ventilator</b> Z Vent ® is the ideal transport ventilator designed for pre-hospital and inter-hospital use. Z Vent offers unmatched durability and portability, delivering a full range of ventilation options in a device that's simple to use.</p> <p><b>ResqPOD® Impedence Threshold Device</b> The ResQPOD® impedance threshold device (ITD) is a simple, non-invasive device that delivers intrathoracic pressure regulation (IPR) therapy during basic or advanced life support to improve perfusion. The ResQPOD ITD 10 may be used with either a facemask or advanced airway (e.g., endotracheal tube) during ventilation to improve circulation.</p>
70	<p>Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.</p>	<p>AEDs – Automated External Defibrillators Trauma Kits – Technology-driven trauma kits with just-in-time instructional app Defibrillators Mechanical CPR Portable Ventilator AED Program Management Software and Services Service Programs Training</p>

**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
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71	Cardiac monitors, defibrillators	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>R Series Monitor/Defibrillator:                  The R Series® monitor/defibrillator is designed to help you deliver high-quality CPR, provide optimal defibrillation and pacing treatments, and manage your data to address critical quality improvements.</p> <p>X Series Monitor/Defibrillator:                  The ZOLL® X Series® monitor/defibrillator addresses EMS needs now and moving forward. Likely half the weight of what you carry today, X Series delivers the capabilities you expect from a full-featured monitor designed for use with all patient types, from neonates through adults.</p> <p>X Series Advanced Monitor/Defibrillator:                  ZOLL's new X Series® Advanced monitor/defibrillator helps providers manage patients more effectively than ever before. X Series Advanced comes with new features available only from ZOLL®: Real BVM Help® and TBI Dashboard™ technologies, RescueNet® Live, and enhanced RescueNet CaseReview functionality.</p>
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72	Automated External Defibrillator (AED) used by emergency responders	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>ZOLL AED 3: Leads the way with Real CPR Help® technology, which provides real-time feedback to guide rescuers in delivering high-quality CPR. The innovative, intuitive design and enhanced features of ZOLL AED 3 will give unexpected heroes both the confidence and the knowledge needed to treat SCA.</p> <p>Powerheart G5 with iCPR: Whether you are an experienced rescuer or a first-time responder, you will appreciate how the Powerheart G5 AED combines ease of use, reliability, and advanced technologies to help victims survive sudden cardiac arrest. The Powerheart® G5 AED with Intellisense™ CPR (iCPR) provides corrective feedback to ensure delivery of high-quality compressions. One button dual language functionality and automatic self tests give rescuers the confidence to act.</p> <p>ZOLL AED Plus: Unlike other AEDs, ZOLL® AEDs support rescuers with integrated, real-time feedback on compression rate and depth. Recommended by medical professionals, the ZOLL AED Plus® defibrillator with Real CPR Help® technology guides rescuers in performing high-quality CPR and provides integrated audio and visual feedback to support you throughout the rescue.</p>
73	CPR Assist Devices	<input checked="" type="radio"/> Yes <input type="radio"/> No	<p>AutoPulse Resuscitation System: Provides high-quality automated CPR to victims of sudden cardiac arrest. Easy to use and battery-operated, AutoPulse squeezes the patient's entire chest to improve blood flow to the heart and brain.<sup>1,2,3</sup> The only device of its kind, AutoPulse automatically adjusts to the size of the patient, and has shown improved outcomes in numerous clinical trials.</p>
74	Patient movement devices and systems	<input type="radio"/> Yes <input checked="" type="radio"/> No	
75	Critical Care assist equipment such as IV pumps, ventilation equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	
76	Portable equipment including suction units, vital monitoring equipment including but not limited to pulse oximetry, pulse, blood pressure and carbon monoxide levels	<input checked="" type="radio"/> Yes <input type="radio"/> No	
77	Bags and other transportation devices to carry equipment and supplies for patient and provider care and protection	<input checked="" type="radio"/> Yes <input type="radio"/> No	
78	Immobilization equipment such as backboard, KED boards, spider straps, head and neck immobilization	<input type="radio"/> Yes <input checked="" type="radio"/> No	

79	Emergency medical supplies as they are related to Critical Care and EMS Equipment	<input checked="" type="radio"/> Yes <input type="radio"/> No	Mobilize™ Trauma Kits: For Those Who Won't Stand By	*
80	Services and accessories complementary to the above offerings 71 - 79 including training, installation, testing, maintenance, and warranty programs	<input checked="" type="radio"/> Yes <input type="radio"/> No	Expert care. PlusCare. PlusTrac. Plus learning. One Year Warranty.	*

**Exceptions to Terms, Conditions, or Specifications Form**

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

## Documents

### Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
  - [Pricing](#) - Sourcewell Pricing 4.13.2023 - For Submission.xlsx - Tuesday April 18, 2023 12:08:41
  - [Financial Strength and Stability](#) - Asahi Kasei Audited Financial Statements\_2021.pdf - Monday April 17, 2023 11:44:10
  - [Marketing Plan/Samples](#) - Brochures.pdf - Tuesday April 18, 2023 12:13:03
  - WMBE/MBE/SBE or Related Certificates (optional)
  - [Warranty Information](#) - Product Warranty Matrix.pdf - Monday April 17, 2023 11:43:25
  - Standard Transaction Document Samples (optional)
  - [Upload Additional Document](#) - Sourcewell Contract Template - DRAFT 4-12-23 (for submission 4.13.2023).docx - Monday April 17, 2023 11:45:20

## Addenda, Terms and Conditions

### PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
  1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
  2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
  3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Neil Johnston, Vice President of Worldwide Sales, ZOLL Medical Corporation

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes  No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum_9_RFP_041823_Critical_Care_EMS</b> Tue April 11 2023 09:23 AM	<input checked="" type="checkbox"/>	1
<b>Addendum_8_RFP_041823_Critical_Care_EMS</b> Wed April 5 2023 04:50 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_7_RFP_041823_Critical_Care_EMS</b> Tue April 4 2023 08:26 AM	<input checked="" type="checkbox"/>	2
<b>Addendum_6_RFP_041823_Critical_Care_EMS</b> Wed March 29 2023 04:03 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_5_RFP_041823_Critical_Care_EMS</b> Thu March 23 2023 03:39 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_4_RFP_041823_Critical_Care_EMS</b> Wed March 22 2023 06:32 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_3_RFP_041823_Critical_Care_EMS</b> Thu March 9 2023 03:32 PM	<input checked="" type="checkbox"/>	2
<b>Addendum_2_RFP_041823_Critical_Care_EMS</b> Tue March 7 2023 07:36 PM	<input checked="" type="checkbox"/>	1
<b>Addendum_1_RFP_041823_Critical_Care_EMS</b> Fri March 3 2023 02:40 PM	<input checked="" type="checkbox"/>	1