



MEMORANDUM SOLE SOURCE APPROVAL

TO: Hugh Dunkley, Chief Financial Officer
FROM: Craig Mahoney, Division Chief
THROUGH: Kevin L. Green, Interim Fire Chief
SUBJECT: Sole Source Approval Request – Zoll
DATE: June 24, 2024

Background: The Fire Department exclusively uses Zoll cardiac monitor/defibrillators and has the need for ongoing service/maintenance as well as the purchase of supplies.

Justification: The Fire Department exclusively carries Zoll cardiac monitor/defibrillators. These monitors are assigned to all fire and rescue apparatus and used on nearly 100% of all medical emergency responses. These cardiac monitors are highly technical pieces of equipment that require constant maintenance and replacement of consumable parts. This service plan will provide annual on-site maintenance performed by a certified, factory trained technician, free replacement of batteries, a 27% discount on new cables, and free shipping of monitors requiring repair including a loaner device during repairs.

Market Research: An Internet search was conducted, and it was determined that the Zoll Medical Corporation is the only authorized service provider for Zoll cardiac monitor/defibrillators. They are the sole source for Zoll product service and warranty repairs. A sole source letter was provided by Zoll.

Quote or Proposal is attached ☒ Yes ☐ No

Comments: _____



Approved This Sole Source approval is valid for 24 months from date of approval. Attach this Sole Source Approval to all Acquisition Approval Memos and/or requisitions for this item.

☐ Need Additional Information ☐ Not Approved

Comments: _____

Hugh Dunkley

Chief Financial Officer (CFO)

27/06/24

Date

N/A

Information Technology (IT) Director

Date



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

June 24, 2024

Delray Beach Fire Rescue
501 West Atlantic Avenue
Delray Beach, FL 33444

Dear Chief Gibson,

ZOLL Medical Corporation sells and services our defibrillator products using our Depot Repair Center at ZOLL Corporate in Chelmsford, Massachusetts. The ZOLL Depot Team is a group of highly skilled, trained professionals that have extensive experience in electronics, product application and process quality control. The intense quality and environmental testing performed by this team at the factory cannot be duplicated in any field environment.

There are no other ZOLL authorized companies providing repairs for the ZOLL R Series and X Series defibrillators that ZOLL has sold in North America. We do not use outside authorized agencies to provide on-site Preventive Maintenance checks on our products. In addition, we do have authorized International ZOLL Distributors who provide service within their countries.

If you should have any questions, please do not hesitate to call me at 1-800-242-9150.

Sincerely,

Hannala Farrell

Hannala Farrell,
Service Contract Inside Sales
Representative



EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Delray Beach Fire - Rescue (Customer # 101718)

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

Attn: Sean Gibson (561) 243-7433 / gibson@mydelraybeach.com

Bill To: Delray Beach Fire - Rescue

501 West Atlantic Avenue
Delray Beach, FL 33444

Ship To: Delray Beach Fire - Rescue

501 West Atlantic Avenue
Delray Beach, FL 33444

From: Hannala Farrell

Service - Business Administration
(978) 421-6492 / hfarrell@zoll.com

QUOTATION: 00039576

Quote Date: June 24, 2024
Quote Pricing: Valid for 60 Days

PM Contact: Sean Gibson - (561) 243-7433 gibson@mydelraybeach.com

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89002-WF	Professional Defibrillators/Monitors - Worry-Free Service Plan - 2 Years X SERIES-Worry-Free Service Plan, 2 Years, Post-sale. Includes: Annual preventive maintenance, SurePower Battery replacement upon failure, and accidental damage coverage (see comments). Shipping and use of a Service Loaner during repairs, no charge shipping. Extended warranty is a continuation of the EMS One Year Product Limited Warranty. ACCIDENTAL DAMAGE COVERAGE Includes one device outer housing replacement/year/device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. Cosmetic damage that does not affect the integrity of the device would not require outer housing replacement. BATTERY REPLACEMENT PROGRAM - Only batteries identified as part of the service contract will be replaced - Batteries must be maintained per ZOLL's recommended maintenance program - Up to three batteries per device/per year will be replaced upon failure, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault - Batteries must undergo evaluation and confirmation of failure by Technical Support and/or an on-site field service technician, including a visual confirmation of failure by our service team. - Batteries over 5 years of age are ineligible for replacement. Serial Number(s): AR19D040460, AR19D040513, AR19D040514, AR19D040517, AR19D040521, AR19D040530, AR19D040532, AR19D040540, AR19D040543, AR19D040588, AR19E040711, AR19E040712, AR19E040714, AR19E040745, AR19E040746, AR19E040798, AR19E040924, AR19E041115 & AR19K044030	07/01/2024 to 06/30/2026	19	\$3,505.00	\$2,979.25	\$56,605.75

TOTAL: \$56,605.75



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Delray Beach Fire - Rescue (Customer # 101718)

Quote No: 00039576 Continued

ZOLL Medical Corporation

269 Mill Road
Chelmsford, MA 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0022 Fax

COMMENTS: Special payment terms: Two (2) payments of \$28,302.87(5) to be invoiced annually. Payment terms are Net 30 days per annual invoice.

***ACCIDENTAL DAMAGE COVERAGE**

Includes one case replacement per year per device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage. ZOLL shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other nonconformance of the equipment, caused by or attributable to: (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL; (ii) the use of the equipment with any associated or complementary equipment, accessory or software not supplied by ZOLL; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL; or (v) installation or wiring of the equipment other than in accordance with ZOLL's instructions.

*** BATTERY REPLACEMENT COVERAGE:**

Batteries must be maintained per ZOLL's recommended maintenance program. Batteries are replaced upon failure, one for one, throughout the term of the ExpertCare Service contract, should the SurePower battery or SurePower Charger display a fault. Batteries must be evaluated and confirmed of failure through ZOLL Technical Support and/or an on-site field service technician. - Up to three batteries per device will be covered for batteries acquired from ZOLL in last 24 months for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale) - For batteries acquired from ZOLL over 24 months ago, one battery per device will be covered for batteries that fail during the Worry-Free service contract period. (When Service Contract purchased post-sale)

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Annual after ZOLL Medical Corporation invoice date.
3. If PM's are purchased or applicable: PM work will be scheduled 60-90 days after the agreement is signed.
4. 15% Multi-Unit Discount only applies when the Total Contract Value is invoiced in full and paid in Net 30 Days.

TERMS & CONDITIONS: The terms and conditions of this contract are set forth in the attachments. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

ZOLL Medical Corporation

Signature:

Name: Hannala Farrell

Title: Service - Business Administration

Date: _____

Delray Beach Fire - Rescue

Authorized Signature:

Print Name _____

Title: _____

Date: _____

Preventive Maintenance Terms and Conditions

- 1.** Preventive maintenance ("PM") will be invoiced upon ZOLL's receipt of quote with an authorized signature (the "PM Contract") and, if available, a purchase order.
- 2.** Any PMs that remain unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the customer. Any PMs that remains unused as of the end of the initial term of the Multi-year PM Contract will automatically roll over into the next year of the PM Contract. Any PMs that remains unused as of the end of the second and subsequent years of the PM Contract, will be forfeited and no monies will be refunded to the customer.
- 3.** If the customer purchases new ZOLL equipment, unused PMs will be transferred to the new equipment at the end of the factory warranty.
- 4.** If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under warranty, ZOLL will request customer authorization in order to repair the device.
- 5.** Upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy. The loaner will be provided for use while the device is being serviced by ZOLL.
- 6.** It is the customer's responsibility to ensure devices covered by the PM Contract are available for Preventative Maintenance at the scheduled times.



MEMORANDUM SOLE SOURCE APPROVAL

TO: Hugh Dunkley, Finance Director
FROM: Kevin L. Green, Assistant Fire Chief *KLG*
THROUGH: L. Keith Tomey III, Fire Chief *KT*
SUBJECT: Sole Source Approval Request – Zoll Worry-Free Service Plan
DATE: July 26, 2023

Background: The Fire Department exclusively uses Zoll cardiac monitor/defibrillators and has the need for ongoing service/maintenance as well as the purchase of supplies.

Justification: The Fire Department exclusively uses Zoll cardiac monitor/defibrillators for medical evaluation during emergency response. These monitors are assigned to all fire and rescue apparatus and used on nearly 100% of all medical emergency responses. These cardiac monitors are highly technical pieces of equipment that require constant maintenance and replacement of consumable parts. This service plan will provide annual on-site maintenance performed by a certified, factory trained technician, free replacement of batteries, a 27% discount on new cables, and free shipping of monitors requiring repair including a loaner device during repairs.

Market Research: An Internet search was conducted, and it was determined that the Zoll Medical Corporation is the only authorized service provider for Zoll cardiac monitor/defibrillators. They are the sole source for Zoll product service and warranty repairs. A sole source letter was provided by Zoll.

Quote or Proposal is attached ☒ Yes ☐ No

Comments: _____

☒ **Approved** This Sole Source approval is valid for 12 months from date of approval. Attach this Sole Source Approval to all Acquisition Approval Memos and/or requisitions for this item.

☐ **Need Additional Information** ☐ **Not Approved**

Comments: _____

Hugh Dunkley
Hugh Dunkley (Jul 31, 2023 09:13 EDT)

Purchasing Director

Jul 31, 2023

Date

N/A

Information Technology (IT) Director

Date

ZOLL
Worldwide Headquarters
269 Mill Rd.
Chelmsford, MA 01824-4105

Remit To:
ZOLL Medical Corporation
PO Box 27028
NEW YORK NY 10087-7028
Phone: 978-421-9655
Toll Free: 800-348-9011

Invoice		
Invoice	Seq	PO Number
90076810		2022-00001181

Bill To

Attn: Accounts Payable
DELRAY BEACH FIRE DEPT FL
CITY OF DELRAY BEACH
100 N.W. 1ST AVENUE
DELRAY BEACH, FL 33444

Ship To

DELRAY BEACH FIRE DEPT FL
501 W. ATLANTIC AVENUE
DELRAY BEACH, FL 33444

Payment Terms NET 30 DAYS	Inv Date 04-JUL-23	Due Date 03-AUG-23	Sales Order Number 778869-03-AUG-22 12:01:08	Customer Number 101718
	Ship Date	Ship Via	Shipping Reference	Sales Person MAURI, DIEGO

Item	Description	Qty	Unit Price	Amount
1 8889-89002-WF	WORRY-FREE SERVICE PLAN, 2 YEARS:01-JUL-2023:30-JUN-2024	19	1,385.47	26,323.93

Serial No: AR19D040460, AR19D040513, AR19D040514, AR19D040517, AR19D040521, AR19D040530, AR19D040532, AR19D040540, AR19D040543, AR19D040588, AR19E040711, AR19E040712, AR19E040714, AR19E040745, AR19E040746, AR19E040798, AR19E040924, AR19E041115, AR19K044030

Remit to: ZOLL Medical Corporation
PO Box 27028
NEW YORK NY 10087-7028

Sub-Total: 26,323.93
Tax Total: 0.00
Invoice Total: 26,323.93
Currency: USD

EFT or ACH information: Acct # 50084320 ABA # 011000138
Please email EFT/ACH remittance to EFT-ACHremit@zoll.com

Online Payments – Register or pay as guest at
<https://zollbillpay.radiusone.com/>

TAX REGISTRATION NUMBER: 04-2711626

All discounts off list price are contingent upon payment within agreed upon terms.

Any invoice discrepancies must be reported to ZOLL in writing within 7 business days of receipt. Otherwise, the customer deems all charges, terms and conditions valid.

For invoice terms and conditions go to - <http://www.zoll.com/about-zoll/compliance/>

If you wish to receive your invoices via email or if you have any questions, please contact us at
CHM-Collection_Team@zoll.com



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

July 26, 2023

Delray Beach Fire-Rescue
501 West Atlantic Avenue
Delray Beach, FL 33444

Dear Chief Green,

ZOLL Medical Corporation sells and services our defibrillator products using our Depot Repair Center at ZOLL Corporate in Chelmsford, Massachusetts. The ZOLL Depot Team is a group of highly skilled, trained professionals that have extensive experience in electronics, product application and process quality control. The intense quality and environmental testing performed by this team at the factory cannot be duplicated in any field environment.

There are no other ZOLL authorized companies providing repairs for the ZOLL R Series and X Series defibrillators that ZOLL has sold in North America. We do not use outside authorized agencies to provide on-site Preventive Maintenance checks on our products. In addition, we do have authorized International ZOLL Distributors who provide service within their countries.

If you should have any questions, please do not hesitate to call me at 1-800-242-9150, extension 9587.

Sincerely,

A handwritten signature in cursive script that reads "Ken Massone". The ink is dark and the signature is fluid, with a long, sweeping underline.

Ken Massone,
Senior Service Contracts Administrator



Delray Beach Fire Rescue Department Purchase Request



DATE: July 25, 2023
TO: L. Keith Tomey III, Fire Chief
FROM: Craig Mahoney, Division Chief
THRU: Kevin L. Green, Assistant Chief
SUBJECT: Zoll Worry Free Program Purchase Request

Item to be purchased:

Zoll "Worry Free" program for 19 ea. Zoll X Series cardiac monitor/defibrillators from Zoll Medical, Corp.

Justification for purchase:

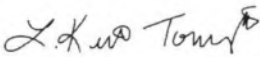
The Zoll "Worry Free" program covers the department's Zoll X Series cardiac monitor/defibrillators and includes discounts of 27% on new cables and additional lithium batteries; Lithium battery replacement upon failure, and accidental damage. It also includes a service loaner cardiac monitor during repairs at no charge. Zoll has agreed to the City of Delray Beach's purchasing terms and conditions. This is a two (2) year agreement and runs through June 30, 2024. Total cost is \$52,648.05. Payment will be made in two equal, annual payments.

A Sole Source memo is attached.

This purchase request is in compliance with the City of Delray Beach Purchasing Policies & Procedures Manual, Purchasing Authorization Levels, for **purchases above \$5,000 up to \$65,000.**

Cost: \$26,323.93

Funding Available: 001-22-150-526.46-15: \$21,531.43
001-22-190-522.46-15: \$4,792.50

Signature: 
Email: tomeyk@mydelraybeach.com

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Delray Beach Fire - Rescue**Extended Warranty Terms and Conditions**

- 1.** The ZOLL Extended Warranty ("EW") extends the term of ZOLL's Factory Warranty by the number of years selected by the customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the Factory Warranty. The EW does not apply to accessories.
- 2.** The price of the EW will be invoiced upon ZOLL's receipt of quote with an authorized signature from the customer and, if available, a purchase order from the customer.
- 3.** The EW is not transferrable and cannot be cancelled. However, if the customer replaces equipment covered by an EW with new ZOLL equipment, upon customer's request, the remaining time under the EW will be transferred to the new equipment at the end of the factory warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department within 60 days of date of shipment of new equipment. Failure to submit EW transfer request will result in the forfeiture of remaining EW.
- 4.** If the customer has a claim under an EW, customer must call the ZOLL Help Desk (800-348-9011) to arrange for a Return Authorization in advance of sending the unit for evaluation at ZOLL Headquarters.
- 5.** All repairs are performed at ZOLL headquarters in Chelmsford, MA. If a unit needs to be repaired, upon the customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.
- 6.** If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.






Memo, Sole Source Approval - Zoll Worry-Free Unsigned

Final Audit Report

2024-06-27

Created:	2024-06-24
By:	Casetra Thompson (thompsonc@mydelraybeach.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAuDMBOcGumhV8Y2kAMCrcovrd9Hrx1nt3

"Memo, Sole Source Approval - Zoll Worry-Free Unsigned" History

-  Document created by Casetra Thompson (thompsonc@mydelraybeach.com)
2024-06-24 - 8:48:42 PM GMT
-  Document emailed to Hugh Dunkley (DunkleyH@mydelraybeach.com) for signature
2024-06-24 - 8:48:46 PM GMT
-  Email viewed by Hugh Dunkley (DunkleyH@mydelraybeach.com)
2024-06-27 - 8:16:08 PM GMT
-  Document e-signed by Hugh Dunkley (DunkleyH@mydelraybeach.com)
Signature Date: 2024-06-27 - 8:17:08 PM GMT - Time Source: server
-  Agreement completed.
2024-06-27 - 8:17:08 PM GMT