



Date: March 26, 2018

To: EMSA Board of Trustees

From: Angela McLain, CCO  
Kent Torrence, CFO

Re: Zoll Preventive Maintenance Contract

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EMSA's Summary of the Purchasing Policy:

### **Sole Source/Non-Competitive Purchases**

Sole Source and Non-competitive negotiations may be used as a procurement method for purchases of products or services when available from only one source (Sole Source), or when it is determined by the EMSA Chief Executive Officer that there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to EMSA (Non-competitive).

Sole source purchase exists when:

1. The needed product or service is available from only one known source.
2. The product is a component or replacement part for which there is no commercially available substitute and can be purchased only from the manufacturer, sole distributor or provider; or
3. Research has determined there is only one provider for proprietary software. Proprietary software, due to its closed source code and inability to foster competition, does not require the same level of scrutiny as other sole source purchases, e.g. public advertisement. Research via communication between the firm and EMSA confirming the closed nature of source code is usually ample justification to proceed accordingly.

A Non-Competitive purchase exists when it is advantageous to EMSA to declare a purchase non-competitive because it will result in verifiable financial savings to the organization, is a trial or pilot program, or utilizing a competitive process will be detrimental to timely securing of the goods or services. More than one potential supplier may exist for a good or service. The advantages will be documented when declaring the purchase non-competitive. Taking this into consideration, only one reasonable and practicable source exists to supply a good or service. Such advantages may include, but not be limited to: professional and legal services based on uniqueness, vendor qualifications, or timeliness of purchase. EMSA will ensure the item is as follows:

1. The product or service is a desired experimental trial/pilot or testing nature;
2. **Additional products or services are needed to complete an ongoing task;**
3. The needed product or service may be available from more than one source however, due to documented advantages, such as uniqueness, vendor

qualifications, timeliness, etc., a non-competitive purchase may be initiated when it is determined by the EMSA Chief Executive Officer that there is only one practicable and reasonable source wherein competitive bidding is not feasible or not advantageous to EMSA; or

4. Funds have become readily available through a grant process and must be spent in a time frame that does not permit competitive bidding.

In accordance with the Purchasing Policy above, the Zoll Preventive Maintenance Contract is a service to ensure the Zoll 731 Ventilators are serviced appropriately to complete an ongoing task as defined in IX.A.3. The Zoll Preventive Maintenance Contract will provide a two (2) year and three (3) year preventative maintenance for the Zoll 731 Ventilators and four (4) plus years of replacement of the ventilator battery.

The cost through 2021 is a total of \$201,225.00

**Summary:**

From a purchasing perspective, this is both a sole source and non-competitive procurement. There is not another vendor that has a similar module to maintain maintenance of the Zoll 731 Ventilators.

EMSA is requesting approval by the Board of Trustees for the Zoll Preventive Maintenance Contract for the 731 Ventilators.



**PREVENTIVE MAINTENANCE CONTRACT**

**EMSA - Tulsa (Customer # 132646)**

**ZOLL Medical Corporation**

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

**Attn:** Kent Torrence 9185963135 / torrence@emsa.net

**Bill To:** EMSA - Tulsa  
1417 N. Lansing Ave.  
Tulsa, OK 74106-5906

**Ship To:** EMSA - Tulsa  
1417 N. Lansing Avenue  
Tulsa, OK 74106

**From:** Kerry Bishop  
Service Contracts Representative  
(800) 242-9150 x9766 / kbishop@zoll.com

**QUOTATION:** 00023715  
**Quote Date:** March 5, 2018  
**Quote Pricing:** Valid for 60 Days

**PM Contact:** -

**Ventilation**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-731-PM-2Y	2 Year Preventive Maintenance - ZOLL 731 Ventilator - Annual Payments PM includes: CPT, replacement of filters, and a certificate confirming that the ventilator meets factory specifications. If during the PM, battery replacement is required and has not already been included in the PM quoted price, an additional charge will be incurred.	04/01/2019 to 03/31/2021	31	\$1,150.00	\$1,150.00	\$35,650.00
Serial Number(s): See attached serial number list						
8889-731-PM-3Y	3 Year Preventive Maintenance - ZOLL 731 Ventilator - Annual Payments PM Includes: CPT, replacement of filters, and a certificate confirming that the ventilator meets factory specifications. If during the PM, battery replacement is required and has not already been included in the PM quoted price, an additional charge will be incurred.	04/01/2018 to 03/31/2021	85	\$1,675.00	\$1,675.00	\$142,375.00
Serial Number(s): See attached serial number list						
8889-799999	Ventilator Battery Replacement Program 4+ Year Ventilator Battery Replacement Program for batteries four years old or older. This is purchased only in conjunction with an Extended Warranty or Preventive Maintenance contract.	04/01/2018 to 03/31/2021	116	\$200.00	\$200.00	\$23,200.00
Serial Number(s): See attached serial number list						

**TOTAL: \$201,225.00**

**COMMENTS:** Payments will be Annual

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Annual.
3. The terms and conditions of this contract are set forth in the attachment. By signing this contract, Customer acknowledges having read the terms and conditions and agrees to be bound by them.

**TERMS & CONDITIONS:** See Preventive Maintenance Terms and Conditions attached hereto.



PREVENTIVE MAINTENANCE CONTRACT

EMSA - Tulsa (Customer # 132646)

Quote No: 00023715 Continued

**ZOLL Medical Corporation**

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

ZOLL Medical Corporation

Signature:

\_\_\_\_\_

Name: Kerry Bishop

Title: Service Contracts Representative

Date: \_\_\_\_\_

EMSA - Tulsa

Authorized Signature:

\_\_\_\_\_

Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ZOLL Medical Corporation**  
**PREVENTIVE MAINTENANCE CONTRACT for EMSA - Tulsa**

Quote No:00023715

**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.