

Memorandum



Date: July 2, 2024

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Agenda Item No. 8(P)(18)

Resolution No. R-612-24

Subject: Request to Waive Competitive Bidding Procedures for Additional Time and Expenditure Authority to Contract for Emergency Response Equipment and Maintenance Services

Summary

This item is for the non-competitive bid waiver purchase of emergency response equipment including defibrillators and related maintenance services. Additional time and expenditure authority is being recommended to allow the Miami-Dade Corrections and Rehabilitation Department (MDCR) and Miami-Dade Police Department (MDPD) to continue purchasing emergency response equipment manufactured by Zoll Medical Corporation (Zoll) including defibrillators, stretchers, and other related equipment, accessories, consumables, parts, and disposables, as well as annual preventive maintenance, inspections, and repair services. It's important to note, this equipment is proprietary to Zoll, the manufacturer, sole distributor, and service provider of this emergency medical equipment which is essential to deliver life-saving assistance.

Zoll offers a trade-in agreement for the old AED Plus units. MDPD will receive \$250 per AED Plus unit, which will result in an estimated cost savings of \$500,000. Additionally, Zoll has agreed to extended terms on the purchase of new AED Plus units which allows MDPD to make payments on the AED Plus units over five years without third party involvement and without any additional finance charges. MDCR recently purchased AED Plus units, thus they do not need to trade any in, but when or if they do, they will be afforded the same opportunity as MDPD regarding the trade-in credit.

Recommendation

It is recommended that the Board of County Commissioners (Board) waive competitive bidding procedures pursuant to Section 5.03(D) of the Home Rule Charter and Section 2-8.1(b)(1) of the Miami-Dade County Code, by a two-thirds vote of the Board members present, and approve Supplemental Agreement No. 1 to revise the contract term from one to five years, consisting of an initial three-year term and one, two-year option to renew term, and authorize additional expenditure authority totaling \$5,671,051, of which \$3,402,631 is for the initial three-year term, and \$2,268,420 for the one, two-year renewal term to *Contract No. BW-10307, Emergency Response Equipment and Maintenance Services*, for MDCR and MDPD. The departments are requesting additional time and expenditure authority to continue purchasing emergency response equipment and maintenance services.

Background

Immediate cardiopulmonary resuscitation (CPR) and defibrillation are critical to survival, as survival rates drop approximately 10 percent every minute without defibrillation. Such defibrillators/equipment have become the standard in life saving devices used by MDPD and MDCR. MDPD transitioned to the ZOLL Automatic External Defibrillator (AED) Plus in 2019 after having issues with the previous AED model, including failure to notify MDPD of an equipment recall for issues with batteries, and of the Food and Drug Administration (FDA) Class I recall due to an electrical issue causing the devices to shut down unexpectedly.

Since deploying the ZOLL AED Plus defibrillators in April 2019, the Miami-Dade Public Safety Training Institute & Research Center (MDPSTIRC's) First Responder Unit (FRU), along with Zoll Medical Corporation representatives, have trained over 3,000 sworn MDPD officers in the utilization of the ZOLL AED. ZOLL AEDs will provide MDPD personnel with integrated text, visual prompts, and real-time audible feedback on chest compressions rate and depth. The technology of the ZOLL AED will guide MDPD personnel in performing high-quality CPR, while providing integrated audio and visual feedback.

This bid waiver contract was established in October 2023 under delegated authority for a one-year term to allow time for the establishment of the replacement contract which was awarded by the National Association of State Procurement Officials (NASPO). This contract has since been awarded to another manufacturer and does not meet the departments' needs.

Prior to this bid wavier contract, the County obtained goods and services via NASPO *Contract No. OK-SW-300, Automatic External Defibrillator Units and Accessories*. This contract was accessed by the County on January 23, 2019, through Resolution No. R-43-19. While competition is not feasible, extension of this bid waiver contract is recommended as Zoll is the sole manufacturer and authorized source of the ZOLL AED Plus defibrillators and equipment, including service and warranty. Zoll does not sell its defibrillators to Miami-Dade County through any other vendor or dealer, and no vendor or dealer is authorized to provide ZOLL warranties or services. Accordingly, it is in the County's best interest to extend this bid waiver contract pursuant to Section 2-8.1(b)(1) of the Miami-Dade County Code and Section 5.03(D) of the Home Rule Charter to continue providing the required goods and services.

Scope

The impact of this item is countywide in nature.

Delegated Authority

The County Mayor or the County Mayor's designee will have the authority to execute Supplemental Agreement No. 1 and exercise all provisions contained therein.

Fiscal Impact/Funding Source

The initial one-year term as awarded expires on October 15, 2024, and has an existing cumulative allocation of \$250,000. If this request is approved, the modified cumulative total for the initial three-year term is \$3,652,631 and the contract will expire on October 15, 2026. Should the one, two-year option to renew term be exercised, at the County's sole discretion, the cumulative allocation will be \$5,921,051 and the contract will expire on October 15, 2028. The requested increase in expenditure authority is based on estimated operational needs for the extended term of the contract.

Department	Existing Cumulative Allocation	Additional Allocation Requested	Modified Cumulative Allocation	Funding Source	Contract Manager
MDCR	\$125,000	\$235,000	\$360,000	General Fund	Alessandra Linares
MDPD	\$125,000	\$5,436,051	\$5,561,051	General Fund	Isaura Berrios
Total	\$250,000	\$5,671,051	\$5,921,051		

Note: Contracts contain termination for convenience provisions which can be exercised if the commodities and services in this item are affected by the establishment of the constitutional offices. Items purchased under this item will be included in the inventory report as a part of the transition plan for constitutional offices. As new contracts or allocations are approved, the inventory report will be updated accordingly.

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Awarded Vendor

Vendor	Principal Address	Local Address	Principal
Zoll Medical Corporation	269 Mill Road Chelmsford, MA	None	Elijah White

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine contractor responsibility, including verifying corporate status and review of performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists referenced include convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to contractor responsibility.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program does not apply, as the vendor did not agree to the 2% deduction.
- The Small Business Enterprise measures and Local Preference do not apply.
- The Living Wage Ordinance does not apply.



James Reyes
Chief of Public Safety



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: July 2, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(18)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☒ Applicable legislation requires more than a majority vote (i.e., 2/3's present ☒, 2/3 membership ☐, 3/5's ☐, unanimous ☐, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ☐, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ☐ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(18)
7-2-24

RESOLUTION NO. R-612-24

RESOLUTION AUTHORIZING WAIVER OF COMPETITIVE BIDDING PROCEDURES PURSUANT TO SECTION 5.03(D) OF THE HOME RULE CHARTER AND SECTION 2-8.1(B)(1) OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; APPROVING SUPPLEMENTAL AGREEMENT NO. 1 TO CHANGE THE TERM OF THE CONTRACT FROM ONE YEAR TO AN INITIAL THREE-YEAR TERM WITH ONE, TWO-YEAR OPTION TO RENEW AND AUTHORIZING ADDITIONAL EXPENDITURE AUTHORITY IN AN AMOUNT NOT TO EXCEED \$5,671,051.00 FOR A TOTAL MODIFIED CUMULATIVE ALLOCATION OF \$5,921,051.00 FOR CONTRACT NO. BW-10307 FOR THE PURCHASE OF EMERGENCY RESPONSE EQUIPMENT AND MAINTENANCE SERVICES FOR THE MIAMI-DADE CORRECTIONS AND REHABILITATION DEPARTMENT AND MIAMI-DADE POLICE DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board finds that it is in the best interest of Miami-Dade County to waive competitive bidding procedures pursuant to section 5.03(D) of the Home Rule Charter and section 2-8.1(b)(1) of the County Code by a two-thirds vote of the Board members present, approve Supplemental Agreement No. 1, in substantially the form attached hereto and made a part thereof, to change the initial term of the contract from one-year to an initial three-year term, with one, two-year option to renew and authorize additional expenditure authority in an amount not to exceed

\$5,671,051.00 for a total modified cumulative allocation of \$5,921,051.00 for Contract No. BW-10307 for the purchase of emergency response equipment and maintenance services for the Miami-Dade Corrections and Rehabilitation Department and Miami-Dade Police Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to execute the supplemental agreement and exercise all provisions contained therein.

The foregoing resolution was offered by Commissioner **Danielle Cohen Higgins** , who moved its adoption. The motion was seconded by Commissioner **Kionne L. McGhee** and upon being put to a vote, the vote was as follows:

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	absent
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 2nd day of July, 2024. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "mjs", is written over a horizontal line.

Melanie J. Spencer

SUPPLEMENTAL AGREEMENT NO. 1

Contract Number: BW-10307

Contract Title: Emergency Response Equipment and Maintenance Services

Contractor: ZOLL Medical Corporation

In accordance with the above referenced Contract, this Supplemental Agreement (the "Agreement"), when properly executed, shall become part of the Contract, and shall incorporate the following as of the date of last signature (the "Effective Date"):

1. Article 9 Method and Times of Payment, shall be amended to remove reference to the Police Department and replace invoice requirements to include the following:

Electronic submission (preferred) to invsubp@miamidade.gov; or

Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include the Bill to Address listed on the Purchase Order, which is the County department being invoiced for the services, in the following format:

Bill to: [Enter Department using the services]

Attention: _____

2. The Contract shall be amended to add the following:
 - a. Purchase options for extended warranty, service and support, and service plans, as described in Exhibit 1.
 - b. **Extended Payment Terms:**
ZOLL Medical Corporation (ZOLL) will provide Miami-Dade County Police Department with a 5-year extended term on the initial purchase for 2,000 ZOLL AED Plus units along with any additional accessories purchased with the AED Plus units. Any other individual additions purchased throughout the extended term shall be purchased at normal terms unless otherwise agreed upon by mutual convenience by Miami-Dade County and ZOLL.
 - c. **Third Party Purchase of Existing ZOLL AED Plus Units:**
As part of this Agreement, existing Miami-Dade County ZOLL AED Plus units may be purchased by a third party at the price of \$250.00 for each operable unit. Miami-Dade County will ship the units as per Exhibit 2.

3. Article 5 shall be deleted in its entirety and replaced with the following:

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date of the Parties' execution and shall continue for three (3) years thereafter (the "Initial Term"). The County, upon mutual agreement between the County and the Contractor, may renew this Contract for an additional two (2) years. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the Initial Term and will notify the Contractor in writing of the extension. The County shall provide the Contractor with ninety (90) days' advanced written notice of intent to renew the Contract. Any extension or renewal of the Contract shall be subject to annual pricing increases in Contractor's sole discretion as set forth in Article 8 of the Contract.

4. Article 19, shall be deleted in its entirety and replaced with the following:

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the Contractor agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Constitutional Officer, (i.e., Sheriff, Supervisor of Elections, Property Appraiser, Tax Collector or Clerk of Courts) upon the creation of such office in Miami-Dade County without any further consent from the Contractor. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Constitutional Officer and the acceptance of such by the elected County Constitutional Officer, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Constitutional Officer.

Should the County assign, transfer or convey only a portion of this Agreement to an elected County Constitutional Officer, the Agreement shall be divided into two separate Agreements and the elected County Constitutional Officer shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the elected County Constitutional Officer as if such portion was a separate agreement entered into between the Contractor and the elected County Constitutional Officer. The elected County Constitutional Officer shall exercise all termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer, or conveyance. The County shall provide notice of such action to the Contractor within thirty (30) days of any such assignment, transfer, or conveyance."

All other terms, covenants and conditions of the original Contract shall remain in full force and effect.

[Signature page to follow.]

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement No. 1 to County Contract No. BW-10307 as of the Effective Date.

Contractor
By: Kurt Sandstrom

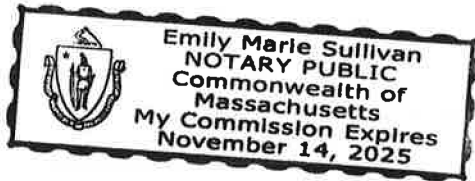
Name: Kurt Sandstrom

Title: Vice President/General Manager, EMS

Date: May 8, 2024

Attest: Emily Marie Sullivan
Corporate Secretary/Notary

Corporate Seal/Notary



Miami-Dade County

By: _____
for

Name: Daniella Levine Cava

Title: Mayor

Date: _____

Attest: _____
Juan Fernandez-Barquin
Clerk of the Court and Comptroller

Approved as to form
and legal sufficiency

Assistant County Attorney

EXHIBIT 1

ExpertCare Service Plan Part Numbers - X SERIES - POS

PM Service Plan-US

NEW PART NUMBER	ITEM SHORT DESCRIPTION	LIST PRICE 2023	2-25 Units	26-100 units	>100 units
8778-89001-PM	PM Only, 1 Year, Point of Sale	\$310	\$310	\$310	\$310
8778-89002-PM	PM Only, 2 Years, Point of Sale	\$620	\$620	\$620	\$620
8778-89003-PM	PM Only, 3 Years, Point of Sale	\$930	\$930	\$930	\$930
8778-89004-PM	PM Only, 4 Years, Point of Sale	\$1,240	\$1,240	\$1,240	\$1,240
8778-89005-PM	PM Only, 5 Years, Point of Sale	\$1,550	\$1,550	\$1,550	\$1,550

Basic Service Plan-US

NEW PART NUMBER	ITEM SHORT DESCRIPTION	LIST PRICE 2023	2-25 Units	26-100 units	>100 units
			10%	15%	20%
8778-89001-BP	Basic Service Plan, 1 Year, Point of Sale	\$1,500	\$1,350	\$1,275	\$1,200
8778-89002-BP	Basic Service Plan, 2 Years, Point of Sale	\$2,815	\$2,535	\$2,395	\$2,255
8778-89003-BP	Basic Service Plan, 3 Years, Point of Sale	\$4,140	\$3,725	\$3,520	\$3,310
8778-89004-BP	Basic Service Plan, 4 Years, Point of Sale	\$5,395	\$4,855	\$4,585	\$4,315
8778-89005-BP	Basic Plan, 5 Years, Point of Sale	\$6,740	\$6,070	\$5,730	\$5,395

Precision Service Plan-US

NEW PART NUMBER	ITEM SHORT DESCRIPTION	LIST PRICE 2023	2-25 Units	26-100 units	>100 units
			10%	15%	20%
8778-89001-PP	Precision Service Plan, 1 Year, Point of Sale	\$1,695	\$1,525	\$1,440	\$1,355
8778-89002-PP	Precision Service Plan, 2 Years, Point of Sale	\$3,185	\$2,865	\$2,705	\$2,550
8778-89003-PP	Precision Service Plan, 3 Years, Point of Sale	\$4,670	\$4,205	\$3,970	\$3,735
8778-89004-PP	Precision Service Plan, 4 Years, Point of Sale	\$6,095	\$5,485	\$5,180	\$4,875
8778-89005-PP	Precision Service Plan, 5 Years, Point of Sale	\$7,620	\$6,855	\$6,475	\$6,095
8778-89011-PP	Precision Service Plan, 1 Year, On-Site, Point of Sale	\$1,930	\$1,740	\$1,640	\$1,545
8778-89022-PP	Precision Service Plan, 2 Years, On-Site, Point of Sale	\$3,625	\$3,260	\$3,080	\$2,900
8778-89033-PP	Precision Service Plan, 3 Years, On-Site, Point of Sale	\$5,375	\$4,840	\$4,570	\$4,300
8778-89044-PP	Precision Service Plan, 4 Years, On-Site, Point of Sale	\$6,945	\$6,250	\$5,900	\$5,555
8778-89055-PP	Precision Service Plan, 5 Years, On-Site, Point of Sale	\$8,680	\$7,810	\$7,380	\$6,945

Worry-Free Service Plan-US

NEW PART NUMBER	ITEM SHORT DESCRIPTION	LIST PRICE 2023	2-25 Units	26-100 units	>100 units
			10%	15%	20%
8778-89001-WF	Worry-Free Service Plan, 1 Year, Point of Sale	\$2,050	\$1,845	\$1,745	\$1,640
8778-89002-WF	Worry-Free Service Plan, 2 Years, Point of Sale	\$3,855	\$3,470	\$3,275	\$3,085
8778-89003-WF	Worry-Free Service Plan, 3 Years, Point of Sale	\$5,695	\$5,125	\$4,840	\$4,555
8778-89004-WF	Worry-Free Service Plan, 4 Years, Point of Sale	\$7,380	\$6,645	\$6,275	\$5,905
8778-89005-WF	Worry-Free Service Plan, 5 Years, Point of Sale	\$9,230	\$8,305	\$7,845	\$7,385
8778-89011-WF	Worry-Free Service Plan, 1 Year, On-Site, Point of Sale	\$2,315	\$2,080	\$1,965	\$1,850
8778-89022-WF	Worry-Free Service Plan, 2 Years, On-Site, Point of Sale	\$4,345	\$3,910	\$3,695	\$3,475
8778-89033-WF	Worry-Free Service Plan, 3 Years, On-Site, Point of Sale	\$6,385	\$5,745	\$5,425	\$5,105
8778-89044-WF	Worry-Free Service Plan, 4 Years, On-Site, Point of Sale	\$8,315	\$7,485	\$7,070	\$6,655
8778-89055-WF	Worry-Free Service Plan, 5 Years, On-Site, Point of Sale	\$10,395	\$9,355	\$8,835	\$8,315

ExpertCare™ Service

ZOLL®

DEDICATION BEYOND DELIVERY

MDC012



EVEN HEROES NEED SUPPORT

Every day, you do a hero's job. 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 your heroic efforts with our ExpertCare™ Service. Our preventive maintenance and service provides peace of mind, ensuring that your equipment is in proper working order every time you need it.

Let us care for your equipment—so you can care for your patients.



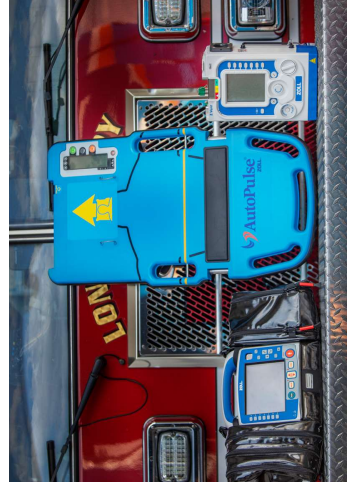
TRUST OUR EXPERTS

If you want your ZOLL equipment in superior working condition, **leave it to us.**

ZOLL field technicians are the only technicians authorized to service and maintain your ZOLL equipment. Many are former EMS professionals who understand your unique needs and can ensure your devices are well maintained, properly configured, and serviced to ZOLL factory specifications. **No third-party service provider can say that.**

WHY EXPERTCARE?

- Industry-leading products and service
- A desire to exceed expectations
- Unparalleled service keeps equipment operating optimally
- Experts at troubleshooting
- ZOLL-certified parts
- 24/7 Technical support
- Complimentary loaner program minimizes downtime



Let the ExpertCare field service team handle the on-site maintenance of your X Series® monitors, ventilators, and AutoPulse® Resuscitation System.

WE'VE GOT YOUR BACK

Preventive maintenance and service plans

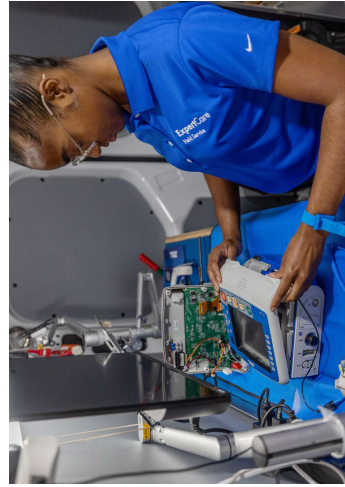
We recommend annual preventive maintenance (PM) for most ZOLL devices to maintain superior performance. All ZOLL PM meets our high quality standards and is performed in accordance with our factory specifications. We offer comprehensive maintenance and service plans at price points that meet your budgeting needs.

WE CHECK IT ALL:

- Test all device parameters, including ZOLL cables and accessories
- Identify and/or troubleshoot potential issues
- Send annual maintenance reminders
- Inspect battery chargers and review battery management
- Perform software updates upon request
- Provide documentation for regulatory agencies

FOR REPAIRS THAT REQUIRE AN ESD-SAFE ENVIRONMENT, WE'LL . . .

- Open a service request
- Obtain a return material authorization (RMA) number
- Provide a loaner device
- Customize your loaner and/or devices to your specific configurations:
 - Attach carrying cases/bags/mounting brackets
 - Connect accessories
 - Establish communications pairing (Bluetooth, WiFi, etc.)



YOU SHOULD SEE OUR TROPHY CASE

For more than 18 years, ZOLL has been the proud recipient of the NorthFace ScoreBoard Award (NFSB) for excellence in customer service and technical support.



HERE'S THE FINE PRINT

The Zoll Service Depot is located at our headquarters in Chelmsford, Massachusetts and is equipped to service all Zoll devices. Our San Jose, California office provides additional support for AutoPulse Resuscitation System PM and biohazard cleaning.

All of our highly skilled service technicians are trained by Zoll and regularly recertified in accordance with our Technical Service Standard Operating Procedures.

A SYSTEMATIC APPROACH

A minimum of three Zoll-certified service technicians examine each device, ensuring that your equipment is systematically inspected, evaluated, repaired, and tested in an ESD-safe environment. That's a lot of eyes ensuring your device works perfectly and is recertified to factory specifications before it's returned to you.

TRUST OUR EXPERTS

Zoll service technicians know your equipment best. As an ISO-certified organization, we are committed to providing the highest level of quality when servicing Zoll products.

It's good to have someone in your corner.



We offer a variety of service contract options to suit your needs and your budget.

ExpertCare Service Plans	PM			BASIC		PRECISION			WORRY-FREE		
	X Series	Z Vent	AutoPulse	X Series	AutoPulse	X Series	Z Vent	AutoPulse	X Series	Z Vent	AutoPulse
Preventive maintenance	●	●	●			●	●	●	●	●	●
Free loaner equipment	●	●	●	●	●	●	●	●	●	●	●
24/7 Technical support	●	●	●	●	●	●	●	●	●	●	●
General software updates at time of PM	●	●	●	●	●	●	●		●	●	●
Minimum service fee waived ¹	●	●	●	●	●	●	●	●	●	●	●
Shipping fees waived ²	●	●	●	●	●	●	●	●	●	●	●
Repairs: Parts/labor covered for normal wear and tear				●	●	●	●	●	●	●	●
Discounted accessories/cables				● (20%)		● (24%)			● (27%)		
Discounted batteries				● (20%)		● (24%)		● (5%)	● (27%)		● (7%)
Discounted LifeBand®					● (5%)			● (5%)			● (7%)
SurePower™ 4-bay charger: Parts/labor covered for normal wear and tear						●			●		
Discounted parameter upgrade						●			●		
Battery replacement upon failure (exclusions apply)									●	●	●
Accidental damage coverage ³									●	●	●
ON-SITE SUPPORT (OPTIONAL) 48 to 72-hour response ⁴						●	●	●	●	●	●
On-site device deployment when repaired unit is returned									●	●	●
12-Lead ECG cable replacement Upon failure (excluding physical damage), one for one/unit/year						●			●		
Annual Functional Inspection Platform, battery and battery charger, visual and functional check, and troubleshooting								●			●

¹PM plans: Minimum service fee waived only if repair is required within 90 days of PM.

²For Preventive Maintenance Plan, the cost of shipping device to and from ZOLL for PM is included.

³Includes one device outer housing replacement/year/device. Cosmetic damage that does not affect the integrity of the device does not require outer housing replacement. EXCLUSIONS: Catastrophic damage/beyond repair is not covered; Excludes biohazard cleaning (AutoPulse)

⁴Dependent on geographical location.

ZOLL MEDICAL CORPORATION

269 Mill Road | Chelmsford, MA 01824 | 978-421-9655 | 800-804-4356 | www.zoll.com

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MDC016

ZOLL®

Exhibit 2

MARCH 15, 2024



ZOLL®

**PROPOSAL FOR AUTOMATED EXTERNAL
DEFIBRILLATORS**

PREPARED FOR MIAMI – DADE COUNTY



PRESENTED BY: DAMIAN DOLLARD
ZOLL MEDICAL CORPORATION

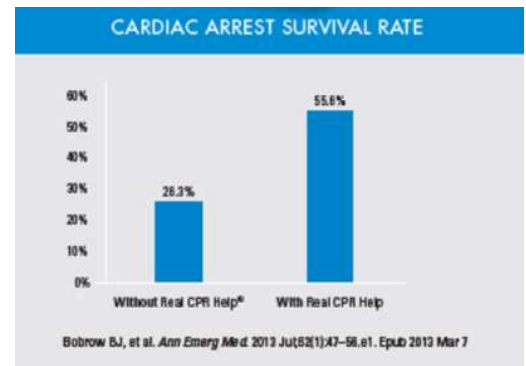
ABOUT ZOLL

ZOLL's innovative and proven lifesaving technologies has helped make us the industry leader in resuscitation. These same innovations transcend ZOLL's entire product portfolio and are included in our professional and lay-rescuer defibrillators. Everything ZOLL Does — every idea, every product, every innovation — is guided by a singular focus: To Push the boundaries of resuscitation technology to help save more lives.

REAL CPR HELP®

To ensure the best chances of survival for a victim of sudden cardiac arrest (SCA), two key elements are required; a shock from an AED combined with high-quality CPR. Preferably within the first 3 to 4 minutes of collapse.

- On average, an AED will only advise a shock 50% of the time, an SCA victim will need high-quality CPR 100% of the time. Even when a shock advised, a struggling heart still needs high-quality CPR to help it recover.
- ZOLL's Real CPR Help supports the delivery of high-quality CPR by providing integrated "real-time" feedback on CPR depth (in accordance with the current AHA guidelines).
- In clinical studies, first responders using **ZOLL's Real CPR Help more than doubled SCA victim's chances of survival.** – Bobrow B, et al. *Annals of Emergency Medicine*. July 2013;62(1):47-56.31



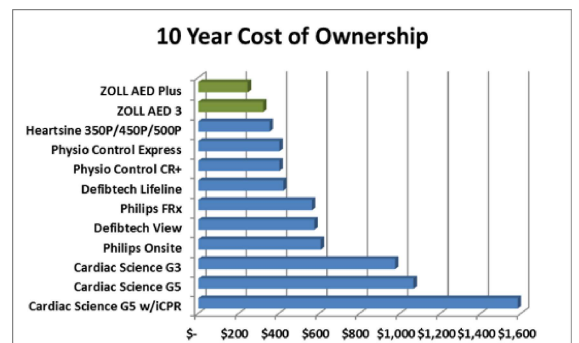
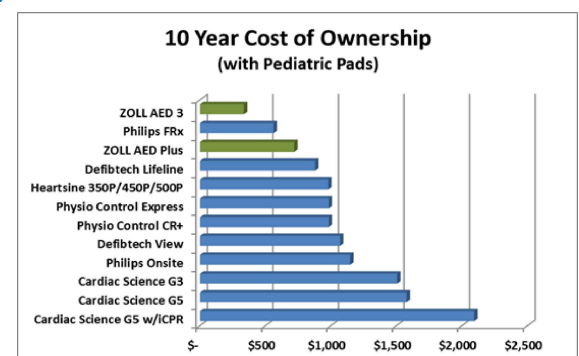
"Monitoring of CPR quality is arguably one of the most significant advances in resuscitation practice in the past 20 years and one that should be incorporated into every resuscitation."

– AHA CPR Quality Consensus Statement. *Circulation*. 2013;128; pg. 420.

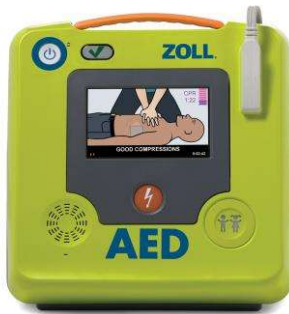
COST OF OWNERSHIP, MAINTENANCE AND READINESS

ZOLL AED's incorporate the use of long life, competitively priced consumables. The AED Plus (CPR-D-Padz® and batteries) and ZOLL AED 3 (Uni-padz™ and smart battery) last 5 years.

- ZOLL electrode pads last **5 years** compared to most other manufactures pads which only last 2 years. ZOLL AED 3 batteries also last up to **5 years** where many other manufacturers are more expensive and last as little as 2 to 4 years.
- Longer lasting, lower cost consumables reduces the cost and hassle of maintaining the AED over its useful life.
- Longer lasting consumables have the additional benefit of improving device readiness by minimizing the frequency of maintenance.
- ZOLL's 5 year consumable life means pads and batteries only require replacement once in 10 years.



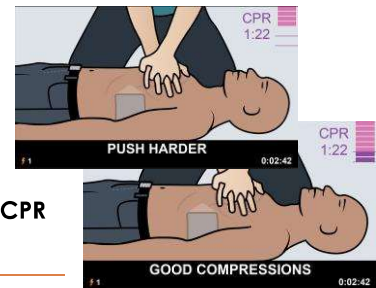
ZOLL AED 3®



- The AED 3 has enhanced **Real CPR Help technology** that includes a full color display with vivid rescue images, a CPR cycle timer, and a large color bar gauge to show compression depth. Along with a clear calm voice providing rescue prompts such as "Push Harder" or "Good Compressions."
- **Integrated Pediatric Rescue** provides a single, versatile solution for both adult and pediatric victims of SCA.
- **RapidShock™ Analysis**, enables the industry's shortest rhythm analysis and allows ZOLL AED 3 to deliver a shock, if needed, in as little as 5 seconds.

- The ZOLL AED 3 incorporates a **Smart Battery** that can report its power level status on the device's LCD screen. The Battery lasts up to five years once installed and costs less than half the price of competitive smart batteries.

- **The ZOLL AEDs are the only AED that helps a rescuer perform effective CPR**



CPR UNI-PADZ ELECTRODES

Truly universal, these pads can be used in an adult or child rescue while still providing full CPR feedback for adult patients.

- Easy to use dual rescue pads can be positioned for either an adult or pediatric rescue by repositioning as shown on the pad and activating the child rescue mode.
- The electrode comes complete with rescue essentials and tamper-evident seals, and it lasts for (5) five years. Eliminating the need to maintain two separate sets of pads.



RAPIDSHOCK

Rapidshock analysis is the standard ECG analysis on ZOLL AED 3 devices.

- Minimizing time to shock (preshock pause) following the CPR cycle improves the odds of survival to hospital discharge in out-of-hospital cardiac arrest patients.
- ZOLL's RapidShock algorithm analyzes a victim's cardiac rhythm during continuous, uninterrupted CPR, performs a 3 second reconfirmation analysis and then delivers a shock if needed.

Table 1: RapidShock Performance Against AHA Recommendations⁵

Rhythm	RapidShock Performance
Coarse VF	Exceeds
Rapid VT	Exceeds
Normal Sinus Rhythm	Exceeds
Atrial Fibrillation	Exceeds
Sinus Block	Exceeds
PVCs	Exceeds
Asystole	Exceeds

AED 3 PRICING FOR MIAMI – DADE POLICE AND COUNTY

2,000 ZOLL AED 3 with Batteries and Pads - \$1,838.75 each = **\$3,677,500.00**

ZOLL AED 3 Accessories

250 Replacement CPR Uni-Padz - \$172.70 each = **\$43,175.00**

20 Replacement Battery - \$158.08 each = **\$3,161.60**

80 ZOLL AED 3 Travel Trainer - \$275.95 each = **\$22,076.00**

20 Standard Alarmed Cabinet - \$206.51 each = **\$4,130.20**

2000 AED Rescue Backpack - \$250 each = **\$500,000.00**

2000 AED Protective Case - \$140 each = **\$280,000.00**

Grand Total = \$4,530,042.80



Note: Price is contingent upon committee vote in May.

Managing Miami Dade Police Department

ZOLL knows the importance of providing quality and timely services to their customers. ZOLL is staffed with knowledgeable, extensively trained Customer Service Representatives who know what it takes to make Miami Dade Police Department feel valued and important. ZOLL Technical Support and Service Department is dedicated to providing world-class technical support. Our technical support team takes pride in delivering high quality service to their customers. The staff of highly skilled, trained professionals has extensive experience in technical and clinical applications, electronics, and process quality control. Emergency Technical Support is available outside the normal business hours 365 days a year by calling 800 348-9011 or 978 421-9655. Damian Dollard is the Regional Manager for ZOLL Medical. He is responsible for the State of Florida. Damian will personally manage Miami Dade Police Department AED Implementation. **Damian will be MDPD's main point of contact.** He can be reached at 813-785-7223.

Onboarding and Setting up AED's

Damian Dollard will be present when Miami Dade's AED arrive and will be there to set up and activate all AED's. Damian will be responsible for noting all serial numbers and expiration dates of pads and batteries prior to being placed in the police vehicles. Damian will also be there to do the in-service to the officers and any other staff that wishes to learn how to use the ZOLL AED. Damian will provide one annual on-site training (refresher) to ensure all ***new staff and officers*** are familiar with how to use the ZOLL AED. The Plus Trac Staff will also be available to ensure that the AED Compliance Management Program is set up properly from the beginning. Also we will hold and record a web ex on how to check the AED to ensure that it passed its self-test and log the Pass/Fail of the test on the Plus Trac Mobile app.

Miami Dade Police Department Special Trade-In Agreement

Trade In and Trade Up with the ZOLL AED Plus[®]

When it's time to purchase new automated external defibrillators (AEDs), wouldn't it be great if you could receive a rebate check in the mail for every AED you're replacing? With ZOLL's Third Party AED Trade-In Trade-Up program, you can!

Once you receive your new ZOLL AED 3s, place your existing AED Plus units in the box and send to the Rebate Center.

\$250 – Per AED Plus

Total Miami Dade Police Department will receive back trading in 2000
AED Plus Units!

\$500,000.00

Please see attached Trade-In Quote

***NOTE:** To qualify for Trade-in Rebate, units must be currently supported, pass self-test and not be on any recall list.

Purchase Order

119934



Vendor Name

Miami-Dade Police Department
Accounts Payable
9105 NW 25th Street
Doral, FL 33172
USA

Ship-to Address

Coro Medical
416 Mary Lindsay Polk Dr STE 505
Franklin, TN 37067
USA

Coro Medical LLC

416 Mary Lindsay Polk Dr
Suite 505
Franklin, TN 37067

Tracking and Invoices: Purchasing@Coromed.US

Payment Terms

Order Date

March 24, 2024

MDC023

No.	Description	Quantity	Unit	Direct Unit Cost	Line Amount	Planned Receipt Date	Promised Receipt Date
ZAED+	ZOLL AED Plus - Encore Series	2,000	Each	250.00	500,000.00	March 24, 2024	
Subtotal					500,000.00		
Invoice Discount					0.00		
Tax					0.00		
Total USD					500,000.00		