

BLANKET PURCHASE ORDER

STATE OF MARYLAND

***** STATE OF MARYLAND *****

BPO NO: 001B2600011

PRINT DATE: 11/04/21

PAGE: 01

SHIP TO: AS SPECIFIED ON INDIVIDUAL ORDERS		
VENDOR ID: ZOLL MEDICAL CORPORATION 269 MILL RD CHELMSFORD, MA 01824-4105 (800)348-9011	REFER QUESTIONS TO: MONICA FRANKLIN (410)767-4497 MONICA.FRANKLIN1@MARYLAND.GOV	
ITB:	EXPR DATE: 07/01/22 POST DATE: 05/10/21	DISCOUNT TERMS: . NET 30 DAY CONTRACT AMOUNT: 999,999.00

TERMS:

ARTICLES HEREIN ARE EXEMPT FROM MARYLAND SALES AND USE TAXES BY EXEMPTION CERTIFICATE NUMBER 3000256-3 AND FROM FEDERAL EXCISE TAXES BY EXEMPTION NUMBER 52-73-0358K. IT IS THE VENDOR'S RESPONSIBILITY TO ADVISE COMMON CARRIERS THAT AGENCIES OF THE STATE OF MARYLAND ARE EXEMPT FROM TRANSPORTATION TAX.

STATEWIDE CONTRACT
FOR

DEFIBRILLATORS (AED) AND ACCESSORIES

MODIFICATION #4: ITEM NUMBERS CHANGED IN COMPONENT SECTION OF PRICE LIST; 8300-000526-01, 8300-000527-01 AND 8300-000528-01 REMOVED.

MODIFICATION #3: SUCCESSOR IN INTEREST ASSIGNMENT AND NOVATION AGREEMENT; CARDIAC SCIENCE CORPORATION OWNED AND MERGED INTO ZOLL MEDICAL CORPORATION AS OF MARCH 31, 2021.

MODIFICATION #2: INCREASED CONTRACT AMOUNT

MODIFICATION #1: PART NUMBER 8000-0302 IS BEING REPLACED WITH PART NUMBER 8000-000877-01 WHICH IS A BPA FREE OPTION.

THIS IS THE FINAL RENEWAL OPTION AGAINST CONTRACT 001B8400051.

OPTION FINAL TERM: JULY 01, 2021 THROUGH JUNE 30, 2022, UNDER THE SAME CONTRACT TERMS, CONDITIONS, PROVISIONS, AND PRICE.

THERE ARE NO REMAINING RENEWAL OPTIONS AGAINST CONTRACT 001B8400051

THIS CONTRACT IS SUBJECT TO THE TERMS AND CONDITIONS FOR COMMODITIES CONTRACTS OVER \$25,00.00

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TERMS (cont'd):

CONTACT: MONICA FRANKLIN - PROCUREMENT OFFICER
PHONE#: 410 -767 4497
EMAIL: MONICA.FRANKLIN1@MARYLAND.GOV
FAX: 410-333-5509

VENDOR CONTACT: PUBLIC SAFETY SALES: MICHAEL CHALIFOUX
(978) 421-9655 EXT. 9565: THARRIS@ZOLL.COM

FIRE/EMS SALES: JOHN CHADWICK
(978) 421-9655 EXT. 9929; JCHADWICK@ZOLL.COM

HOSPITAL SALES: JULIE FRITZ, SR.
(978)421-9655 EXT. 9833

<u>LINE #</u>	<u>STATE ITEM ID</u>	<u>U/M</u>	<u>UNIT COST</u>
0001	46514	EA	

CARDIOVASCULAR INSTRUMENTATION: DEFIBRILLATORS, HEART PUMPS, MONITORING EQUIPMENT, ETC.

DEFIBRILLATORS - 3-20 PERCENT OFF CATALOG LIST PRICE FOR THE STATE OF MARYLAND

END OF ITEM LIST

THIS PROCUREMENT WAS CONDUCTED AS A COMPETITIVE SEALED BID. THE AWARD WILL BE TO THE LOWEST RESPONSIVE AND RESPONSIBLE BIDDER (BASIS FOR AWARD).

VENDOR MUST INCLUDE THE 9-DIGIT ZIP CODE OF COMPANY ADDRESS ON ALL INVOICES. FAILURE TO DO SO MAY RESULT IN DELAY OF PAYMENT.

ALL PRODUCTS USED IN PACKING TO CUSHION AND PROTECT DURING THE SHIPMENT OF COMMODITIES ARE TO BE MADE OF RECYCLED, RECYCLABLE, AND/OR BIODEGRADABLE MATERIALS.

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TERMS (cont'd):

C O N T R A C T

DESIGNATED AGENCY ONLY ()
AVAILABLE TO: ALL STATE OF MARYLAND AGENCIES ()
STATE AGENCIES AND POLITICAL SUBDIVISIONS (X)

ELECTRONIC PROCESSING FEE

1.
CONTRACTOR SHALL PAY A PROCESSING FEE TO THE STATE IN THE AMOUNT OF ONE PERCENT (1%) OF THE TOTAL CONTRACT SALES. THE PROCESSING FEE IS CALCULATED BASED ON ALL SALES TRANSACTED UNDER THE CONTRACT, MINUS, ANY RETURNS OR CREDITS. THE PROCESSING FEE SHALL NOT BE CHARGED DIRECTLY TO THE CUSTOMER, E.G., AS A SEPARATE LINE ITEM, FEE OR SURCHARGE, BUT SHALL BE INCLUDED IN THE CONTRACTS UNIT PRICES

2.
THE PROCESSING FEE SHALL BE SUBMITTED TO THE DEPARTMENT OF GENERAL SERVICES, FISCAL SERVICES DIVISION, 301 W. PRESTON STREET, ROOM 1309, BALTIMORE, MD., 21201, WITHIN TEN (10) CALENDAR DAYS FOLLOWING THE END OF EACH CALENDAR MONTH ALONG WITH A MONTHLY USAGE REPORT DOCUMENTING ALL CONTRACT SALES. AN EXCEL VERSION OF THE MONTHLY USAGE REPORT SHALL ALSO BE EMAILED TO:
DGS.STATEWIDECONTRACTSUSAGEREPORT@MARYLAND.GOV.

3.
FAILURE TO REMIT PROCESSING FEES IN A TIMELY MANNER OR REMITTANCE OF FEES INCONSISTENT WITH THE CONTRACT'S REQUIREMENT MAY RESULT IN THE STATE EXERCISING ALL RECOURSE AVAILABLE UNDER THE CONTRACT INCLUDING, BUT NOT LIMITED TO, A THIRD PARTY AUDIT OF ALL CONTRACT ACTIVITY. SHOULD AN AUDIT BE REQUIRED BY THE STATE, THE CONTRACTOR SHALL REIMBURSE THE STATE FOR ALL COSTS ASSOCIATED WITH THE AUDIT UP TO \$10,000.00 OR ONE (1%) PERCENT OF THE CONTRACT'S ESTIMATED ANNUAL VALUE, WHICH EVER IS HIGHER.

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AUTHORIZED BY: _____ DATE: _____
BUYER AUTHORIZED DESIGNEE