

Contract #: ~~21-0013~~ 21-0014**CONTRACT****DINWIDDIE COUNTY**
ZOLL EQUIPMENT PREVENTIVE MAINTENANCE & EXTENDED WARRANTY

The Agreement is made this 8th day of September 2020, by and between **ZOLL Medical Corporation**, of 269 Mill Road, Cheimsford, Massachusetts 01824-4105 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited a quote to provide extended warranties and preventive maintenance on ZOLL equipment; and

WHEREAS, Contractor submitted a quote, consistent with the County’s needs; and

WHEREAS, Contractor was selected as the Sole Source Provider; and

WHEREAS, County has selected Contractor to provide warranties and preventive maintenance;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, and (2) Zoll Quotes dated August 1, 2020. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The term of this contract shall be for one (1) year. The contract is subject to the availability of funds and annual appropriations by the Board of Supervisors.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum no greater than EIGHTEEN THOUSAND SIX HUNDRED FORTY-NINE AND 50/100 DOLLARS (\$18,649.50) (the “Contract Price”), broken down per the quotes. Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500

Notice to Contractor shall be made to:

Ken Massone
ZOLL Medical Corporation
269 Mill Road
Cheimsford, Massachusetts 01824-4105
(800) 348-9011

accounting@dinwiddieva.us

kmassone@zoll.com

- 5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County’s requirements in the General Terms and Conditions.
- 6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
- 7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- 8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such court. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

ZOLL Medical Corporation

X *W. Kevin Massengill*

W. Kevin Massengill
County Administrator

X *Ken Massone*

Print Name/Title:
Ken Massone/Supervisor, Service Contracts

Approved as to form:

Department Approval:

X *W. Kevin Massengill*

Legal Counsel

X *Dennis Hale*

Dennis Hale
Chief of Fire & EMS

GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage

during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

- (1) To Prime Contractor(s):
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- e. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent (1%) per month (Code of Virginia, § 2.2-4354).

(2) To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or

competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

H. Negotiation with the Lowest Bidder

Unless all bids are cancelled or rejected, the County reserves the right granted by § 2.2-4318 of the Code of Virginia to negotiate with the lowest responsive, responsible qualified Bidder to obtain a contract price within the funds available to the County whenever such low bid exceeds the County's available funds. For the purpose of determining when such negotiations may take place, the term "available funds" shall mean those funds which were budgeted by the County for this contract prior to the issuance of the written Request for Quotations. Negotiations with the low qualified Bidder may include both modifications of the bid price and the Scope of Work/ Specifications to be performed. The County shall initiate such negotiations by written notice to the lowest responsive, responsible qualified Bidder that its bid exceeds the available funds and that the County wishes to negotiate a lower contract price. The times, places, and manner of negotiating shall be agreed to by the County and the lowest responsive, responsible qualified Bidder.

I. Availability of Funds

It is understood and agreed between the parties herein that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this agreement, and the agreement will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board of Supervisors to appropriate adequate funds for the terms of this Contract shall result in the immediate cancellation of this Contract. There shall be no penalty should the Board fail to make annual appropriations for this contract.


EXPERTCARE EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT
Dinwiddie County Fire & EMS (Customer # 5294)
ZOLL Medical Corporation

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

Attn: Dawn Titmus (804) 481-2000 / dtitmus@dinwiddieva.us

Bill To: Dinwiddie County Fire & EMS

 P.O. Box Drawer 70
 Dinwiddie, VA 23841

Ship To: Dinwiddie County Fire & EMS

 13910 Courthouse Road
 Dinwiddie, VA 23841

From: Ken Massone
 Senior Service Contracts Representative
 (978) 421-9587 / kmassone@zoll.com

QUOTATION: 00028318
 Quote Date: June 9, 2020
 Quote Pricing: Valid for 60 Days

PM Contact: Dawn Titmus - (804) 481-2000 dtitmus@dinwiddieva.us

X Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89001-WF	1 Year Worry-Free Service Plan - ZOLL X Series Includes: Annual preventive maintenance, discounts of 27% on new cables, 27% discount on additional lithium SurePower Batteries, 27% discount on parameter upgrades, Lithium-ion SurePower II 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. Serial Number(s): AR16C018607, AR16C018610, AR16C018611, AR16C018641, AR17B023743 & AR17B023748	09/01/2020 to 08/31/2021	6	\$1,695.00	\$1,440.75	\$8,644.50

E Series

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-9999	5 Month - Prorated Extended Warranty - ZOLL E Series Includes: Discounts of 20% on new cables, 25% on lithium SurePower Batteries, 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. Serial Number(s): AB06H002177, AB07A003457, AB07C003690, AB07C003693, AB07C003695 & AB07E004154	09/01/2020 to 01/31/2021	6	\$500.00	\$425.00	\$2,550.00
8889-1991	1 Year, 1 Preventive Maintenance Per E Series Notes: PM pricing is based on purchase of the extended warranty. It is the customers responsibility to ensure covered equipment is available for service at scheduled times within the term. Serial Number(s): AB06H002177, AB07A003457, AB07C003690, AB07C003693, AB07C003695 & AB07E004154	09/01/2020 to 01/31/2021	6	\$230.00	\$230.00	\$1,380.00

TOTAL: \$12,574.50
COMMENTS: Budgetary quotation

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. 15% Multi-Unit Discount.

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.



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Dinwiddie Public Safety/Fire (Customer # 5294)

Quote No: 00028318 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:

Ken Massone

Name: Ken Massone

Title: Senior Service Contracts Representative

Date: 9/7/2020 | 6:43 AM PDT

Dinwiddie County Fire & EMS

Authorized Signature:

W. Kevin Massengill

Print Name W. Kevin Massengill

Title: County Administrator

Date: 9/4/2020 | 10:24 AM EDT

ZOLL Medical Corporation

Quote No:00028318

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Dinwiddie County Fire & EMS

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.

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Dinwiddie County Fire & EMS

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.

**EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT****Dinwiddie County Fire & EMS (Customer # 5294)****ZOLL Medical Corporation**

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

Attn: Dawn Titmus (804) 481-2000 / dtitmus@dinwiddieva.us

Bill To: Dinwiddie County Fire & EMS

P.O. Box Drawer 70
 Dinwiddie, VA 23841

Ship To: Dinwiddie County Fire & EMS

13910 Courthouse Road
 Dinwiddie, VA 23841

From: Ken Massone
 Senior Service Contracts Representative
 (978) 421-9587 / kmassone@zoll.com

QUOTATION: 00028320
 Quote Date: August 1, 2020
 Quote Pricing: Valid for 60 Days

PM Contact: Dawn Titmus - (804) 481-2000 dtitmus@dinwiddieva.us

AED Plus

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-7000	Preventive Maintenance after Equipment Sale - ZOLL AED Plus Once an order for Preventive Maintenance is placed, ZOLL Technical Support Contracts Department will contact the customer to arrange the shipment of a loaner unit to the customer's facility for return of customer's unit or at ZOLL's discretion, send a ZOLL certified Biomed Technician on site. Serial Number(s): X04H040080, X04H040132, X05A051436, X08G164540 & X12E551679	10/01/2020 to 09/30/2021	5	\$195.00	\$195.00	\$975.00

TOTAL: \$975.00

COMMENTS: Budgetary quotation

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.

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:

*Ken Massone*Name: Ken MassoneTitle: Senior Service Contracts RepresentativeDate: 9/7/2020 | 6:43 AM PDT**Dinwiddie County Fire & EMS**

Authorized Signature:

*W. Kevin Massengill*Print Name W. Kevin MassengillTitle: County AdministratorDate: 9/4/2020 | 10:24 AM EDT

ZOLL Medical Corporation

Quote No:00028320

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Dinwiddie County Fire & EMS

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.

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Dinwiddie County Fire & EMS

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.

**EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT****Dinwiddie County Fire & EMS (Customer # 5294)****ZOLL Medical Corporation**

269 Mill Road
 Chelmsford, MA 01824-4105
 (978) 421-9655 Main
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Attn: Dawn Titmus (804) 481-2000 / dtitmus@dinwiddieva.us

Bill To: Dinwiddie County Fire & EMS

P.O. Box Drawer 70
 Dinwiddie, VA 23841

Ship To: Dinwiddie County Fire & EMS

13910 Courthouse Road
 Dinwiddie, VA 23841

From: Ken Massone
 Senior Service Contracts Representative
 (978) 421-9587 / kmassone@zoll.com

QUOTATION: 00028321
 Quote Date: August 1, 2020
 Quote Pricing: Valid for 60 Days

PM Contact: Dawn Titmus - (804) 481-2000 dtitmus@dinwiddieva.us

AutoPulse

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-008711	1 Year, 1 Preventive Maintenance Per AutoPulse Once an order for Preventive Maintenance is placed, ZOLL Technical Support Contracts Department will contact the customer to arrange the shipment of a loaner unit to the customer's facility for return of customer's unit or at ZOLL's discretion, send a ZOLL certified Biomed Technician on site. Serial Number(s): 22430, 30660, 30665, 30670, 30673, 30691, 31351, 31354, 31355, 31692, 31698 & 31722	08/01/2020 to 07/31/2021	12	\$425.00	\$425.00	\$5,100.00

TOTAL: \$5,100.00

COMMENTS: Budgetary quotation

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.

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:

*Ken Massone*Name: Ken MassoneTitle: Senior Service Contracts RepresentativeDate: 9/7/2020 | 6:43 AM PDT**Dinwiddie County Fire & EMS**

Authorized Signature:

*W. Kevin Massengill*Print Name W. Kevin MassengillTitle: County AdministratorDate: 9/4/2020 | 10:24 AM EDT

ZOLL Medical Corporation

Quote No:00028321

EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Dinwiddie County Fire & EMS

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EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT for Dinwiddie County Fire & EMS

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- 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.


Certificate Of Completion

Envelope Id: 3DB7C4A40726420194C9A3E02198B9FA	Status: Completed
Subject: Contract with Zoll for PM FY21	
Source Envelope:	
Document Pages: 16	Signatures: 10
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Hollie Casey
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	hc Casey@dinwiddieva.us
	IP Address: 139.60.228.178

Record Tracking

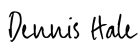
Status: Original	Holder: Hollie Casey	Location: DocuSign
9/2/2020 01:37 PM	hc Casey@dinwiddieva.us	

Signer Events

Signer Events	Signature	Timestamp
William Hefty bill@heftywiley.com Legal Counsel County of Dinwiddie Security Level: Email, Account Authentication (None)		Sent: 9/2/2020 01:57 PM Viewed: 9/3/2020 10:39 AM Signed: 9/3/2020 10:39 AM
	Signature Adoption: Drawn on Device Using IP Address: 96.253.104.118	


Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dennis Hale dhale@dinwiddieva.us Security Level: Email, Account Authentication (None)		Sent: 9/3/2020 10:39 AM Viewed: 9/3/2020 10:51 AM Signed: 9/3/2020 10:51 AM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:

Accepted: 9/3/2020 | 10:51 AM
ID: 7c3a07fb-abd9-4d0c-b495-1193a580ade8
Company Name: Dinwiddie County

W. Kevin Massengill kmassengill@dinwiddieva.us County Administrator Dinwiddie County Security Level: Email, Account Authentication (None)		Sent: 9/3/2020 10:51 AM Viewed: 9/4/2020 10:23 AM Signed: 9/4/2020 10:24 AM
	Signature Adoption: Pre-selected Style Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4
Company Name: Dinwiddie County

Ken Massone kmassone@zoll.com Security Level: Email, Account Authentication (None)		Sent: 9/4/2020 10:24 AM Viewed: 9/7/2020 09:41 AM Signed: 9/7/2020 09:43 AM
	Signature Adoption: Pre-selected Style Using IP Address: 66.30.92.128	

Electronic Record and Signature Disclosure:

Accepted: 9/7/2020 | 09:41 AM
ID: 0aeefa72-8877-48ce-af55-398f0ad8c723
Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 172.243.58.55	Sent: 9/7/2020 09:43 AM Viewed: 9/8/2020 11:35 AM Signed: 9/8/2020 11:41 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Dawn Titmas dtitmus@dinwiddieva.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 9/8/2020 11:41 AM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	9/8/2020 11:41 AM
Certified Delivered	Security Checked	9/8/2020 11:41 AM
Signing Complete	Security Checked	9/8/2020 11:41 AM
Completed	Security Checked	9/8/2020 11:41 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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