

CONTRACT**DINWIDDIE COUNTY**
SERVICE PLANS FOR ZOLL EQUIPMENT

The Agreement is made this 7th day of September 2021, by and between **ZOLL Medical Corporation**, of 269 Mill Road, Chelmsford, 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 (“Act”), County solicited a quote for a services plan for all 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 services;

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) Contractor’s quotes dated August 13, 2021. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All applicable 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 two (2) years from the date of the contract through July 31, 2023, or until either party terminates this contract in accordance with the provisions of Section 16, whichever comes first.
3. **Costs.** Contractor agrees to perform all work pursuant to this Contract for a sum no greater than **SEVENTY-EIGHT THOUSAND FIVE HUNDRED SEVEN AND 38/100 DOLLARS** (\$78,507.38) (the “Contract Price”), broken down as follows:

Description	Total Price
AutoPulse: Worry-Free Extended Warranty Includes Lithium Ion Battery and Charger	\$16,800.00
AutoPulse: Preventive Maintenance	\$10,200.00
X-Series: Worry-Free Service Plan	\$29,535.38
AED Plus: Preventive Maintenance	\$2,340.00
AED Pro: Preventive Maintenance	\$1,170.00

Ventilators: Worry-Free Service Plan	\$18,462.00
Total for Two Years	\$78,507.38

Annual payments shall be made to Contractor within thirty (30) days after receipt of invoice. Additions and deletions may be made based on current equipment in active status. Adjusted pricing for any such additions and/or deletions shall be determined by Contractor and County agrees to pay any increase in price as a result of adding services.

- 4. Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:

Procurement
Dinwiddie County
P.O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:

Ken Massone
ZOLL Medical Corporation
269 Mill Road
Chelmsford, Massachusetts 01824-4105
(800) 348-9011
kmmassone@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. Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against, including but not limited to fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
- 9. 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 courts. 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. Any terms and

conditions presented by County such as those in a purchase order are hereby objected to and rejected rendering them null and void. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

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*

X *Ken Massone*

W. Kevin Massengill
County Administrator

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

Approved as to form:

Department Approval:

X *W. K. Rety*

X *Dennis Hale*

Legal Counsel

Dennis Hale
Chief of Fire & EMS

DINWIDDIE COUNTY
GENERAL TERMS AND CONDITIONS

1. Laws, Regulations, and Courts.

- A. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
- B. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- C. All solicitations or contracts issued by Dinwiddie County 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 courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366). Notwithstanding anything to the contrary in this Section 1.C., any final decision made as a result of ADR shall not be binding and Contractor shall not relinquish its rights to seek other remedies available to it by law or in equity.

2. Taxes. Pursuant to Virginia Code Section 58.1-609.1(4), the County is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

3. Anti-Discrimination Statement by County. The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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).

4. Anti-Discrimination Statement by Contractor.

- A. During the performance of the contract, the Contractor agrees to the following provisions.
 - 1. 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.
 - 2. 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.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

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

6. 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 purchase order of over \$10,000, so that the provisions will be binding upon each 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.

7. **Authorization to Transact Business in the Commonwealth of Virginia ("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.

8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any third party claims, damages and actions of any kind or nature, whether at law or in equity, (each a "Claim") to the extent directly caused by the negligent acts or omissions by the Contractor in performing the services under this contract, provided that such liability is not attributable to the negligence of the County or the failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered. Any indemnification obligation provided by the Contractor in Section 8 is conditioned on County (a) providing Contractor with prompt notice of any Claim, (b) cooperate with the Contractor in the defense of any Claim, and allow Contractor to assume fully control of negotiations, defense, or settlements of any Claim. Contractor shall not be liable for any settlement of a claim it has not agreed to in writing. **IN NO EVENT SHALL CONTRACTOR OR ANY OR ITS AGENTS OR ASSIGNS, BE LIABLE TO ANY OTHER PARTY FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR OTHER INDIRECT DAMAGES, LOSSES, OR EXPENSES. THIS LIMITATION APPLIES TO ANY LIABILITY, INCLUDING LIABILITY ARISING IN TORT OR CONTRACT, AND EVEN IF THE CONTRACTOR HAS BEEN ADVISED IN ADVANCE OR IS AWARE OF THE POSSIBILITY OF THAT LIABILITY.**

9. **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 Coverage 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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. Subject to the indemnification provisions in 8, the "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be included as additional insured on a primary basis and so endorsed on the policy. s.
4. Automobile Liability - \$1,000,000 combined single limit.
5. Professional Liability - \$1,000,000 per occurrence.

10. **Debarment Status.** The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**

- A. Contractor shall provide the County with a complete and accurate IRS Form W-9.
- B. Invoices for services ordered, delivered, and accepted shall be submitted by the Contractor to Dinwiddie County Accounts Payable via email to accounting@dinwiddieva.us or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- D. The preferred method of payment for invoices under \$5,000 is with a VISA Credit Card. If the vendor accepts VISA payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- G. 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).

12. **Availability of Funds.** It is understood and agreed between the parties that for future orders the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract 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 the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract. Notwithstanding anything in Section 12, the County shall not be relieved of any payments due to the Contractor for services completed under this contract.

13. **Assignment of Contract.** This contract shall not be assignable by a party in whole or in part without the written consent of the other party.
14. **Default.** It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources. This remedy shall be in addition to any other remedies which the County may have.
15. **Changes to the Contract.** All contract modifications must be approved in writing by both parties. The County will not assume responsibility for the cost of any changes made without proper consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional services to be provided shall be of a sort that is ancillary to the contract services, or within the same broad service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - B. The County may order changes within the general scope of the contract at any time by written notice to and agreement by the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.
16. **Termination of Contract.**
 - A. Termination for Cause.
 1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse

or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.

2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment for services not completed.
5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

B. Termination for Convenience

1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all purchase orders designated by County. After all such steps have been taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
 - All amounts then otherwise due under the terms of this contract as of the latest request for payment,
 - Amounts due for services performed subsequent to the latest request for payment through the date of termination, and
 - Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or

damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.

2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

17. **Contractual Disputes.** The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using good faith efforts by senior level leadership. If any dispute cannot be resolved by good faith efforts, each party may that action to invoke other remedies available to it by law or in equity.

18. **Audit.** The contractor shall retain all books, records, and other documents relative to financial transactions under this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

19. **Patents, Copyright and Trademark.** Contractor shall hold County and its affiliates, officers, directors, stockholders, agents, and employees harmless from liability to a third party resulting from infringement by the services of any United States patent issued as of the date of first service delivery. The foregoing obligation of Contractor does not apply with respect to service or portions or components thereof (i) that are not supplied by Contractor; (ii) that are modified after service delivery, if the alleged infringement relates to such modifications; (iii) that are combined with other products, processes or materials where the alleged infringement relates to such combination; (iv) where County continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement; (v) where County's use of the product or services is incident to an infringement not resulting primarily from the service; and (vi) where County's use is not strictly in accordance with this contract and documentation. Any indemnity provided by the Contractor in this Section 19 shall be on the same conditions of indemnity provided in Section 8 .

20. **COVID-19.**

The Contractor is required to adhere in all respects to all applicable federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry ("DOLI Rules"), and the Dinwiddie County Infectious Disease (COVID-19) Preparedness and Response Plan (the "Required Local Plan"). The Contractor acknowledges it will comply with the documents set forth on Dinwiddie County's Purchasing Page, which can be found at www.dinwiddieva.us/Purchasing including any changes that may be made to such documents in the future. In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

- A. Sick and Exposed Persons to Stay at Home. Pursuant to the DOLI Rules and the Required Local Plan, employees or other persons associated with the Contractor who are known or suspected to be infected with the SARS-CoV-2 virus or who live with or have had close contact with individuals who have had COVID-19 symptoms or signs in the last 14 days shall be sent home, stay home, and stay away from the work site until they are cleared to return to work as set forth in the DOLI Rules or, in the case of exposed persons, the rules for return to work shall be the same as those for County employees in the Required Local Plan. Symptoms and signs of COVID-19 include the following: unexplained cough, fever (100 degrees Fahrenheit or higher) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face, unexplained nausea, vomiting, or diarrhea. Other unexplained symptoms could also be an indication of COVID-19.
- B. Notice to County Required of Positive COVID-19 Tests at County Government Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the County within 24 hours in the event that an employee of the Contractor or someone associated with the Contractor who was present at a place of employment owned or operated by the Dinwiddie County Government tests

positive for COVID-19. All such reports of positive COVID-19 tests shall be made to Crystal Spain, Director of Human Resources at (804) 469-4500, extension 2161.

- C. Subcontractors. The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.


EXPERTCARE EXTENDED WARRANTY 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

 13850 Courthouse Road
 Dinwiddie, VA 23841

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

QUOTATION: 00031490
 Quote Date: August 13, 2021
 Quote Pricing: Valid for 60 Days

AutoPulse

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-008730	3 Year Worry Free Extended Warranty - ZOLL AutoPulse 3 Year Extension of Factory Warranty for AutoPulse 1.5 Board, One AutoPulse Multi-Chemistry Battery Charger per covered board, and Three AutoPulse Batteries per covered board. Includes use of Service Loaner at no charge during repairs and free shipping (to/from ZOLL) of loaner and customer device to facilitate repairs. 25% off the list price for additional AutoPulse Li-Ion Batteries. 5% off the list price for AutoPulse LifeBands. Serial Number(s): 22430, 30660, 30665, 30670, 30673 & 30691 This is a 2 year, prorated term	08/01/2021 to 07/31/2023	6	\$2,800.00	\$2,800.00	\$16,800.00
8889-008730-AP BATT	3 Year Worry Free Extended Warranty - ZOLL AutoPulse Lithium Ion Battery Serial Number(s): 24753, 24758, 24762, 24767, 24775, 24783, 24784, 24787, 24790, 24797, 24800, 24816, 24818, 24819, 24820, 24832, 24842 & 47610 This is a 2 year, prorated term	08/01/2021 to 07/31/2023	18	\$0.00	\$0.00	\$0.00
8889-008730-AP CHG	3 Year Worry Free Extended Warranty - ZOLL AutoPulse Multi-Chemistry Charger Serial Number(s): 150216166, 150216167, 150216226, 150216230, 150216236 & 150216242 This is a 2 year, prorated term	08/01/2021 to 07/31/2023	6	\$0.00	\$0.00	\$0.00

TOTAL: \$16,800.00

COMMENTS: Special payment terms: This is a two (2) year, prorated AutoPulse Worry-Program to line up with the other 6 existing AutoPulse boards that are covered through 7/31/2023. Two (2) payments of \$8,400.00 to be invoiced annually. Payment terms are Net 30 days per annual invoice.

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. Customer visit to complete the PM work will be scheduled 60-90 days after the agreement is signed.

TERMS & CONDITIONS: 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.



Dinwiddie Public Safety/Fire (Customer # 5294)
Quote No: 00031490 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: 9/7/2021 | 12:04 PM PDT

Dinwiddie County Fire & EMS

Authorized Signature:

W. Kevin Massengill
W. Kevin Massengill

Print Name _____

Title: County Administrator

Date: 8/31/2021 | 7:41 AM EDT

ZOLL Medical Corporation
EXTENDED WARRANTY CONTRACT for Dinwiddie County Fire & EMS

Quote No:00031490

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.



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
 13850 Courthouse Road
 Dinwiddie, VA 23841

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

QUOTATION: 00031488
 Quote Date: August 13, 2021
 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	08/01/2021 to 07/31/2022	12	\$425.00	\$425.00	\$5,100.00
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	08/01/2022 to 07/31/2023	12	\$425.00	\$425.00	\$5,100.00

TOTAL: \$10,200.00

COMMENTS: Special payment terms: annual payments

YR#1 = \$5,100.00

YR#2 = \$5,100.00

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. Customer visit to complete the PM work will be scheduled 60-90 days after the agreement is signed.

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: 00031488 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: 9/7/2021 | 12:04 PM PDT

Dinwiddie County Fire & EMS

Authorized Signature:

W. Kevin Massengill

Print Name W. Kevin Massengill

Title: County Administrator

Date: 8/31/2021 | 7:41 AM EDT

ZOLL Medical Corporation

Quote No:00031488

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.

ZOLL Medical Corporation

Quote No:00031488

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.


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

13850 Courthouse Road
Dinwiddie, VA 23841

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

QUOTATION: 00031485
Quote Date: August 13, 2021
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
8889-89900-WFP	Worry-Free Pro-Rated 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 Quantity is determined by taking the number of devices (6) and multiplying that by the number of prorated months (11), which equals 66	09/01/2021 to 07/31/2022	66	\$141.25	\$120.06	\$7,924.13
8889-89900-WFP	Worry-Free Pro-Rated 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): AR20L053722, AR21A054550, AR21A054783, AR21A054785, AR21A054791 & AR21A054800 Quantity is determined by taking the number of devices (6) and multiplying that by the number of prorated months (6), which equals 36	02/01/2022 to 07/31/2022	36	\$141.25	\$120.06	\$4,322.25
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, AR20L053722, AR21A054550, AR21A054783, AR21A054785, AR21A054791 & AR21A054800	08/01/2022 to 07/31/2023	12	\$1,695.00	\$1,440.75	\$17,289.00

TOTAL: \$29,535.38



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Dinwiddie Public Safety/Fire (Customer # 5294)

Quote No: 00031485 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: annual payments

YR#1 = two (2) prorated terms of \$7,924.13 & \$4,322.25, for a total of \$12,246.38

YR#2 = 1 year term of \$17,289.00

***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 acquired from ZOLL over 24 months ago, one battery per device will be covered.

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. Customer visit to complete the PM work will be scheduled 60-90 days after the agreement is signed.
4. 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.

ZOLL Medical Corporation

Signature:

Ken Massone

Name: Ken Massone

Title: Senior Service Contracts Representative

Date: 9/7/2021 | 12:04 PM PDT

Dinwiddie County Fire & EMS

Authorized Signature:

W. Kevin Massengill

Print Name W. Kevin Massengill

Title: County Administrator

Date: 8/31/2021 | 7:41 AM EDT

ZOLL Medical Corporation

Quote No:00031485

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.

ZOLL Medical Corporation

Quote No:00031485

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.


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

 13850 Courthouse Road
 Dinwiddie, VA 23841

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

QUOTATION: 00031487
 Quote Date: August 13, 2021
 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): X05A051436, X04H040080, X04H040132, X08G164540, X12E551679 & X21A334465	08/01/2021 to 07/31/2022	6	\$195.00	\$195.00	\$1,170.00
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): X05A051436, X04H040080, X04H040132, X08G164540, X12E551679 & X21A334465	08/01/2022 to 07/31/2023	6	\$195.00	\$195.00	\$1,170.00

AED Pro

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-7000	Preventive Maintenance - ZOLL AED Pro 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): AA21A054015, AA21A054020 & AA21A054030	08/01/2021 to 07/31/2022	3	\$195.00	\$195.00	\$585.00
8889-7000	Preventive Maintenance - ZOLL AED Pro 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): AA21A054015, AA21A054020 & AA21A054030	08/01/2022 to 07/31/2023	3	\$195.00	\$195.00	\$585.00

TOTAL: \$3,510.00



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Dinwiddie Public Safety/Fire (Customer # 5294)

Quote No: 00031487 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: annual payments

YR#1 = \$1,170.00 & \$585.00 = \$1,755.00

YR#2 = \$1,170.00 & \$585.00 = \$1,755.00

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. Customer visit to complete the PM work will be scheduled 60-90 days after the agreement is signed.

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 Massone

Title: Senior Service Contracts Representative

Date: 9/7/2021 | 12:04 PM PDT

Dinwiddie County Fire & EMS

Authorized Signature:

W. Kevin Massengill

Print Name W. Kevin Massengill

Title: County Administrator

Date: 8/31/2021 | 7:41 AM EDT

ZOLL Medical Corporation

Quote No:00031487

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.


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

 13850 Courthouse Road
 Dinwiddie, VA 23841

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

QUOTATION: 00033450
 Quote Date: August 13, 2021
 Quote Pricing: Valid for 60 Days

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

Ventilation

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89900-WFP-V	Worry-Free Pro-Rated Service Plan - ZOLL Ventilator Vent Worry-Free Service Plan, Post Sale. Includes: Annual preventive maintenance, Lithium-ion and coin battery replacement, 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. Serial Number(s): AY20F020212, AY20F020376, AY20H035084, AY20H035086, AY20H035118, AY20H036506, AY20I037631 & AY20K045254 Quantity is determined by taking the number of devices (8) and multiplying that by the number of months needed (11), which equals 88 ACCIDENTAL DAMAGE COVERAGE Includes one device outer housing replacement/year/device. This coverage excludes devices that are deemed beyond repair and/or catastrophic damage.	10/01/2021 to 07/31/2022	88	\$120.00	\$102.00	\$8,976.00
8889-89001-WF-V	1 Year Worry-Free Service Plan - ZOLL Ventilator VENT-Worry-Free Service Plan, 1 Year, Post Sale. Includes: Annual preventive maintenance, Lithium-ion and coin battery replacement, 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. Serial Number(s): AY20F020212, AY20F020376, AY20H035084, AY20H035086, AY20H035118, AY20H036506, AY20I037631 & AY20K045254	08/01/2022 to 07/31/2023	8	\$1,395.00	\$1,185.75	\$9,486.00

TOTAL: \$18,462.00



EXTENDED WARRANTY & PREVENTIVE MAINTENANCE CONTRACT

Dinwiddie Public Safety/Fire (Customer # 5294)

Quote No: 00033450 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: annual payments

YR#1 = \$8,976.00

YR#2 = \$9,486.00

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Net 30.
3. Customer visit to complete the PM work will be scheduled 60-90 days after the agreement is signed.
4. 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.

ZOLL Medical Corporation

Signature:

Ken Massone

Name: Ken Massone

Title: Senior Service Contracts Representative

Date: 9/7/2021 | 12:04 PM PDT

Dinwiddie County Fire & EMS

Authorized Signature:

W. Kevin Massengill

Print Name W. Kevin Massengill

Title: County Administrator

Date: 8/31/2021 | 7:41 AM EDT

ZOLL Medical Corporation

Quote No:00033450

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.

ZOLL Medical Corporation

Quote No:00033450

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.

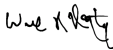
Certificate Of Completion

Envelope Id: 8D27A03187304B8B9AEAE432D33DA655	Status: Completed
Subject: Revised Contract with ZOLL	
Source Envelope:	
Document Pages: 29	Signatures: 14
Certificate Pages: 5	Initials: 0
AutoNav: Enabled	Envelope Originator:
Enveloped 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
8/27/2021 09:46 AM	hc Casey@dinwiddieva.us	


Signer Events

Signer Events	Signature	Timestamp
William Hefty		Sent: 8/27/2021 09:51 AM
bill@heftywiley.com		Viewed: 8/30/2021 11:31 AM
Legal Counsel		Signed: 8/30/2021 11:32 AM
County of Dinwiddie		
Security Level: Email, Account Authentication (None)	Signature Adoption: Drawn on Device	
	Using IP Address: 50.251.122.174	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Dennis Hale		Sent: 8/30/2021 11:32 AM
dhale@dinwiddieva.us		Viewed: 8/30/2021 11:47 AM
Security Level: Email, Account Authentication (None)		Signed: 8/30/2021 11:47 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 139.60.228.178	

Electronic Record and Signature Disclosure:
Accepted: 8/31/2021 | 03:20 PM
ID: 1088d1d0-935e-447a-a5fd-bc912d17d3bf
Company Name: Dinwiddie County

W. Kevin Massengill		Sent: 8/30/2021 11:47 AM
kmassengill@dinwiddieva.us		Viewed: 8/31/2021 07:41 AM
County Administrator		Signed: 8/31/2021 07:41 AM
Dinwiddie County		
Security Level: Email, Account Authentication (None)	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		Sent: 8/31/2021 07:42 AM
kmassone@zoll.com		Resent: 9/7/2021 02:28 PM
Security Level: Email, Account Authentication (None)		Resent: 9/7/2021 02:50 PM
	Viewed: 9/7/2021 03:02 PM	
	Signed: 9/7/2021 03:04 PM	
	Signature Adoption: Pre-selected Style	
	Using IP Address: 66.30.92.128	

Electronic Record and Signature Disclosure:
Accepted: 9/7/2021 | 03:02 PM
ID: 56ef78ff-6f83-4146-a60c-0c2a1ba5f84d
Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 9/7/2021 03:04 PM Viewed: 9/7/2021 03:05 PM Signed: 9/8/2021 08:59 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: 9/8/2021 09:00 AM Viewed: 9/8/2021 10:00 AM
Electronic Record and Signature Disclosure: Accepted: 3/9/2021 02:29 PM ID: d125708a-214e-4887-ac88-3c5461b3dc8d Company Name: Dinwiddie County		

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	8/27/2021 09:51 AM
Certified Delivered	Security Checked	9/7/2021 03:05 PM
Signing Complete	Security Checked	9/8/2021 08:59 AM
Completed	Security Checked	9/8/2021 09:00 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Dinwiddie County:

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:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- 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..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.