

RESOLUTION NO. 2021-325

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ENTER INTO A MAINTENANCE AGREEMENT WITH ZOLL MEDICAL CORPORATION FOR PREVENTIVE MAINTENANCE OF ALL ZOLL CARDIAC CARE EQUIPMENT USED BY ST JOHNS COUNTY FIRE RESCUE.**

**RECITALS**

**WHEREAS**, the County approved the standardization of ZOLL Manufacturing cardiac care equipment on November 5, 2021 for use by St Johns County Fire Rescue Department; and

**WHEREAS**, the County has purchased a large inventory of Zoll Manufacturing cardiac care equipment, to include cardiac monitors, external defibrillators, and ResQCPR devices; and

**WHEREAS**, the County desires to enter into an agreement with ZOLL Medical Corporation for the preventive care and maintenance of the purchased equipment; and

**WHEREAS**, the County finds that entering into this agreement serves a public purpose.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to enter into a maintenance agreement with ZOLL Medical Corporation.

Section 3. Upon Board approval, the County Administrator, or designee, is authorized to execute an agreement in substantially the same form and format as the attached draft on behalf of the County for preventive maintenance.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

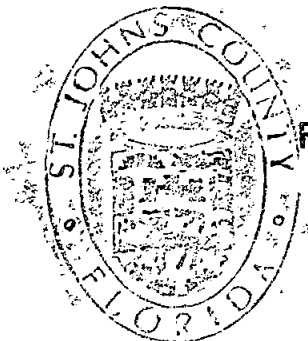
**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3<sup>rd</sup> day of August, 2021.

**BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**

By: *Jeremiah R. Blocker*  
Jeremiah R. Blocker, Chair

**ATTEST: CLERK OF THE CIRCUIT COURT & COMPTROLLER: Brandon J. Patty, Clerk**

By: *Gwenne King*  
Deputy Clerk



**RENDITION DATE 'AUG 03 2021**

## RIDER 1

### St. Johns County Supplemental Terms and Conditions

1. The following St. Johns County Supplemental Terms and Conditions are hereby incorporated into the ZOLL Medical Corporation Agreement for Preventive Maintenance of ZOLL equipment between St. Johns County, FL ("County") and ZOLL Medical Corporation ("ZOLL") as Rider 1. In the event of a conflict or inconsistency between this Rider 1 and the ZOLL Agreement for ExpertCare Preventive Maintenance, the provisions of Rider 1 shall prevail. The parties agree as follows:
2. Compensation:
  - A. The County shall compensate ZOLL an annual amount mutually agreed upon between the County and ZOLL, which shall be paid in advance each year, for services to be provided in accordance with the mutually agreed to Preventive Maintenance Agreement and this Rider 1. The maximum amount available as compensation to ZOLL under this Agreement shall not exceed the annual amount budgeted by the St. Johns County Fire Rescue Department for services delivered in accordance with the Contract Documents.
  - B. It is strictly understood that ZOLL is not entitled to the above-referenced amount of compensation. Rather, ZOLL's compensation shall be based upon ZOLL providing the Services, detailed in the Contract Documents, which are not the subject of a good faith dispute.
  - C. The County reserves the right to pro-rate or refuse payment of any submitted invoice where services were not performed in accordance with the terms of the Contract Documents.
3. Availability of Funds.

The County's obligations under this Agreement are subject to the availability of lawfully appropriated funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, (and the County agrees that it shall not execute and submit a Purchase Order for the purchase of any products or services from ZOLL unless it has properly secured funding for such purchase), the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that ZOLL cannot demand that the County provide any such funds in any given County Fiscal Year.
4. Permits and Licenses.

To the extent that ZOLL needs to obtain/require, and maintain permits, certifications, and/or licenses, in order to perform the Services noted in this Agreement, then ZOLL shall be responsible for securing, obtaining/acquiring, and maintaining, at ZOLL's sole expense, any, and all, permits, certifications, licenses, and/or approvals required by Federal, State, and/or County law, rule, regulation, or ordinance.
5. Independent Contractor Relationship.

ZOLL is, and shall be, in the performance of all work services and activities under this Contract Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to ZOLL's sole direction, supervision, and control.

ZOLL shall exercise control over the means and manner in which it and its employees perform the work, and in all respects ZOLL's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County. ZOLL does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.
6. Amendments to this Contract Agreement.

Both the County and ZOLL acknowledge that this Agreement constitutes the complete agreement and understanding of the parties. Further, both the County and ZOLL acknowledge that any change, amendment, modification, revision, or extension of this Agreement (other than termination, as noted elsewhere in this Agreement) shall be in writing, and shall be executed by duly authorized representatives of both the County, and ZOLL. No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

7. Duration & Renewal.

This Agreement shall become effective upon signature by all parties, shall be in effect for an initial contract term of three (3) calendar years, upon satisfactory performance by ZOLL, mutual agreement by both parties, and the availability of funds. It is expressly noted that St. Johns County is under no obligation to renew or extend this Agreement.

8. Public Records.

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that ZOLL's performance under this Agreement constitutes an act on behalf of the County, ZOLL shall provide access to all public records made or received by ZOLL in conjunction with this Agreement. Specifically, if ZOLL is expressly authorized, and acts on behalf of the County under this Agreement, ZOLL shall:
  - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services described herein;
  - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
  - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Consultant does not transfer the records to the County; and
  - (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of ZOLL or keep and maintain public records required by the County to perform the Services.
- C. If ZOLL transfers all public records to the County upon completion of this Agreement, ZOLL shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ZOLL keeps and maintains public records upon completion of this Agreement, ZOLL shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.
- D. Failure by ZOLL to grant such public access shall be grounds for immediate, unilateral termination of this Agreement by the County. ZOLL shall promptly provide the County notice of any request to inspect or copy public records related to this Agreement in ZOLL's possession and shall promptly provide the County a copy of ZOLL's response to each such request.

7. Severability.

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement/Contract, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

8. Termination.

This Agreement may be terminated by the County without cause upon at least sixty (60) calendar days advance written notice to ZOLL of such termination without cause. This Agreement may be terminated by the County with cause provided that ZOLL does not cure such deficiency within thirty (30) days of written notice by County of ZOLL's breach. Such written notice shall indicate the exact cause for termination.

9. Notice of Default / Right to Cure.

- A. Should ZOLL fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to ZOLL, which such notice shall include a timeframe of no fewer than five (5) consecutive calendar days in which to cure the default. Failure by ZOLL to cure the default, or take acceptable corrective action within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. It is expressly noted that, should the County issue more than one notice of default to ZOLL during the term of this Agreement, such action shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, ZOLL shall be paid for Services authorized and due under this Agreement signed between the parties. If the County terminates because of a ZOLL breach, ZOLL will refund any unused and prepaid fees. If the County terminates without cause, ZOLL will not refund any prepaid fees.
- D. Upon receipt of notice of termination, except as otherwise directed by the County in writing, ZOLL shall:
  1. Stop work on the date to the extent specified.
  2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
  3. This not a works for hire arrangement. Customer is not receiving any work product from ZOLL.
  4. Continue and complete all parts of the work that have not been terminated.

10. Personnel.

ZOLL represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County. All of the Services required hereunder shall be performed by ZOLL, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services. Any changes or substitutions in ZOLL's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective. ZOLL warrants that all Services shall be performed by skilled and competent personnel to the highest professional standards in the field.

11. Subcontracting.

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor to perform any Implementation Services work described in the Contract Documents. ZOLL is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the work in a timely fashion, ZOLL shall promptly do so. The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

12. Governing Law and Venue.

This Agreement shall be construed according to the laws of the State of Florida. Venue for any administrative and/or legal action arising under this Agreement shall be in St. Johns County, Florida.

13. Insurance.

ZOLL, at its sole expense, shall secure and maintain insurance coverage in the types and amounts provided in the attached Insurance Requirements for the duration of this Agreement.

ZOLL shall not commence work under this Agreement until it has obtained all insurance required under this section. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. ZOLL shall furnish proof of insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate ZOLL has obtained insurance of the type, amount, and classification as required by contract and that it will provide written notice within thirty (30) days of a material change or cancellation of the insurance. Compliance with the foregoing requirements shall not relieve ZOLL of its liability and obligations under this Agreement.

Certificate Holder Address:

St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

ZOLL shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect ZOLL from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by ZOLL or by anyone directly employed by or contracting with ZOLL.

ZOLL shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect ZOLL from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned vehicles, including rented/hired automobiles whether such operations be by ZOLL or by anyone directly or indirectly employed by ZOLL.

ZOLL shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as is required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

14. Indemnification.

ZOLL shall indemnify, defend and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and professional consultation services, and attorneys' fees, arising out of ZOLL's willful acts or omissions, or negligence. ZOLL shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

15. Successors & Assigns.

The County and ZOLL each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor ZOLL shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other, which consent not to be unreasonably withheld. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and ZOLL.

16. Remedies.

Unless expressly stated, no remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees as may be awarded by a court of competent jurisdiction.

17. Conflict of Interest.

ZOLL represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. ZOLL further represents, to the best of its knowledge, that no person having any interest shall be employed for said performance. ZOLL shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence ZOLL's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ZOLL may undertake and request an opinion of ZOLL,

whether such association, interest, or circumstance constitutes a conflict of interest if entered into by ZOLL.

The County agrees to notify ZOLL of its opinion by certified mail within 30 days of receipt of notification by ZOLL. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by ZOLL, the County shall so state in the notification and ZOLL shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by ZOLL under the terms of this Contract Agreement.

18. Excusable Delays.

ZOLL shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond ZOLL's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions. If delay is caused by the failure of ZOLL's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of ZOLL and its subcontractor(s) and is without the fault or negligence of either of them, ZOLL shall not be deemed to be in default. Upon ZOLL's request, the County shall consider the facts and extent of any delay in performing the work and, if ZOLL's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

19. Arrears.

ZOLL shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. ZOLL further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

20. Ownership of Documents.

ZOLL acknowledges that all information provided by County to ZOLL shall remain solely and exclusively owned by County. Finished and unfinished documents or materials prepared by ZOLL under this Agreement remains the property of ZOLL. ZOLL is granting County a license to use the software applications and any documents developed and/or produced in connection with that license, and subject to the software license agreement; such licenses contain confidential or proprietary information and shall remain the property of ZOLL. The rights County will receive under the license agreement are rights to use the ZOLL applications and related materials. County is not entitled to any rights to the title or ownership of any source code, object code, design and design documents, flow charts and/or specifications, or any work product produced by ZOLL, such as reports, schedules, displays, exhibits, other documentation, etc. unless specified for County by ZOLL. ZOLL claims all rights to its proprietary and confidential information including, but not limited to, its pricing, terms, conditions, specifications, software documentation, ZOLL terms, and Services Scope Statement, Professional Services Work Order or Statement of Work, or any other similar document.

21. Contingent Fees.

ZOLL warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ZOLL to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for ZOLL, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

22. Access & Audits.

ZOLL shall maintain adequate records to justify all charges, expenses, and costs paid by County under this Agreement for at least three (3) years after completion of this Agreement. The County shall have access to such ZOLL books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon ten (10) days written notice.

23. Nondiscrimination.

ZOLL warrants and represents that all of its employees are treated equally during employment without regard to race,

color, religion, physical handicap, sex, age or national origin.

24. Entirety of Contractual Agreement.

The County and ZOLL agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and ZOLL.

25. Enforcement Costs.

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled, and if awarded by a court of competent jurisdiction.

26. Authority to Practice.

ZOLL hereby represents and warrants that it has and shall continue to maintain all license and approvals required to conduct business, and that it shall at all times, conduct its business activities in a reputable manner.

27. Severability.

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

28. Arbitration.

Neither party shall be obligated to arbitrate or permit any arbitration with respect to resolving any disputes under any of the Contract Documents or in connection with the project in any manner whatsoever.

29. Notices.

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department  
Attn: Leigh A. Daniels, Purchasing Manager  
500 San Sebastian View  
St. Augustine, FL 32084

and if sent to ZOLL shall be mailed to:

ZOLL Medical Corporation  
Attn: Kerry Furey, Service Contracts Inside Sales Representative  
269 Mill Road  
Chelmsford, MA 01824

30. Headings.

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

31. No Third Party Beneficiaries.

Both the County and ZOLL explicitly agree, and this Agreement explicitly states that no third party beneficiary status

or interest is conferred to, or inferred to, any other person or entity.

32. Use of County Logo.

Pursuant to, and consistent with, St. Johns County Ordinance 92-2 and Administrative Policy 101.3, ZOLL may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

33. Survival.

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.





**EXPERTCARE PREVENTIVE MAINTENANCE CONTRACT**

**Saint Johns County Fire Rescue (Customer # 5772)**

**ZOLL Medical Corporation**

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

**Attn:** Shelly Vongchanta (904) 209-0166 / svongchanta@sjcfl.us

**Bill To:** Saint Johns County Fire Rescue  
3657 Gaines Road  
Saint Augustine, FL 32084

**Ship To:** Saint Johns County Fire Rescue  
3657 Gaines Road  
Saint Augustine, FL 32084

**From:** Kerry Furey  
Service Contracts Inside Sales Representative  
(800) 242-9150 x9766 / kfurey@zoll.com

**QUOTATION:** 00032822  
**Quote Date:** June 11, 2021  
**Quote Pricing:** Valid for 60 Days

**PM Contact:** Amy Land - (904) 209-1717 aland@sjcfl.us

**XSeries**

Part No	Description	Contract Dates	Qty	Price	Adj. Price	Ext. Price
8889-89003-PM	<p><b>3 Year PM Only - ZOLL X Series</b></p> <p>Includes: Annual preventive maintenance, 24/7 Telephone support, general software updates, and minimum service fee waived. Shipping and use of a Service Loaner during preventive maintenance, no charge shipping.</p> <p>Serial Number(s): AR15I015241, AR15J015666, AR16A016811, AR16B017866, AR16B017869, AR16B017878, AR16B017888, AR16B017916, AR16B017918, AR16B017921, AR16B017922, AR16B017926, AR16B017931, AR16B017935, AR16B017942, AR16B017943, AR16B017945, AR16B017948, AR16B017949, AR16B017950, AR16B017952, AR16B017953, AR16B017954, AR16B017958, AR16B017959, AR16B017961, AR16B017962, AR16B017967, AR16B017970, AR16B017971, AR16B018016, AR16B018018, AR16B018040, AR16B018041, AR18B029895, AR18B029900, AR18B029901, AR18B029906, AR18B029908, AR18B030057, AR18L036874, AR18L037326, AR18L037327, AR18L037330, AR18L037365</p>	07/01/2021 to 06/30/2024	45	\$765.00	\$765.00	\$34,425.00

**TOTAL: \$34,425.00**

**COMMENTS:** 3 annual payment of \$11,475

1. Applicable tax will be added at the time of invoicing.
2. Payment terms are Annual.
3. If PM's are purchased or applicable: 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.

**ZOLL Medical Corporation**

Signature: \_\_\_\_\_

**Saint Johns County Fire Rescue**

Authorized Signature: \_\_\_\_\_

Name: Kerry Furey

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

Title: Service Contracts Inside Sales Representative

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

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

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

**ZOLL Medical Corporation**  
**PREVENTIVE MAINTENANCE CONTRACT for Saint Johns County Fire Rescue**

**Quote No:00032822**

**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.



## St. Johns County Board of County Commissioners

Purchasing Division

### NOTICE OF SINGLE OR SOLE SOURCE PROCUREMENT

St Johns County, FL  
Purchasing Division  
500 San Sebastian View  
St. Augustine, FL 32084  
Office: (904) 209-0166

**Sole/Single Source No: SS No: 21-49**

**Date Posted: May 6, 2021**

**Written Response due: May 17, 2021 by or before 4:30PM**

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**RESPONSES SUBMITTED TO:**

**Name: Shelly Vongchanta, Procurement Coordinator**

**Email Address: [svongchanta@sjcfl.us](mailto:svongchanta@sjcfl.us)**

**Phone Number: (904) 209-0166**

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This is NOT a formal solicitation (RFB, RFP, RFQ) and there are no solicitation documents available. A contract or purchase order is proposed for the product(s) or service(s) identified below. St Johns County, FL, intends to negotiate and award a PO or contract to the vendor indicated in accordance with Florida State Statute 287.057(5)(c) and 120.57(3). Any responses received as a result of this Notice shall be considered solely for the purpose of determining whether an equivalent product or service can be provided by alternative source(s), which may warrant a competitive solicitation. Responses will NOT be considered as proposals, bids or quotes.

**PRODUCT/SERVICE REQUIRED: Annual Maintenance of Zoll Medical Equipment**

**DESCRIPTION:** On November 5, 2019 the Board of County Commissioners passed and adopted Resolution No. 2019-385 to standardize Zoll Manufacturing Cardiac Care Equipment for St Johns County Fire Rescue.

Annual maintenance is required on all Zoll Medical Equipment to keep it operating and ready for cardiac emergencies. Zoll Expertcare Preventive Maintenance includes 24/7 telephone support, general software updates and a service loaner during the maintenance (free shipping).

**INTENDED SOLE/SINGLE SOURCE CONTRACTOR/VENDOR:**

**Zoll Medical Corporation**

**PROPOSED COST: \$11,475**

**PROPOSED CONTRACT/PURCHASE TERM:**

Purchase Order

**JUSTIFICATION FOR SOLE/SINGLE SOURCE:**

Sole Standardized Vendor

**RESPONSE TO SOLE/SINGLE SOURCE:**

Firms/Vendors who are capable of providing an equivalent product and/or service as stated herein may submit the following, in writing: Company Name, address, point of contact, contact information (phone #, email, etc.) and statement, description and/or capability to provide an equivalent product/service. Responses shall be submitted to the Point of Contact shown above, by or before the due date provided herein. Responses received after the provided due date shall not be considered.

**ATTACHMENTS:** N/A