

ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
2100 CLARENDON BOULEVARD, SUITE 500  
ARLINGTON, VIRGINIA 22201

**NOTICE OF CONTRACT AWARD**

ONE BEAT CPR LEARNING CENTE LLC  
ATTN: LAWRENCE FRANCHETTI  
4350 OAKES ROAD STE 500-503  
DAVIE, FL 33314

DATE ISSUED:

MARCH 8, 2019,

CURRENT REFERENCE NO:

19-184-ITB

CONTRACT TITLE:

PHILIPS MEDICAL  
DEFIBRILLATOR &  
ACCESSORIES

**THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE  
VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.**

The contract documents consist of the terms and conditions of AGREEMENT No. 19-184-ITB  
including any attachments or amendments thereto.

**EFFECTIVE DATE:** FEBRUARY 8, 2019

**EXPIRES:** MARCH 30 , 2020

**RENEWALS:** FIVE (5) ONE (1) YEAR RENEWAL PERIODS.

**COMMODITY CODE(S):** 25726, 28504

**LIVING WAGE:** N

**PROFESSIONAL SERVICES:** N

**ATTACHMENTS:**

AGREEMENT No. 19-184 - ITB

ATTACHMENT A -19-184 – ITB FORM/PRICE LIST

**EMPLOYEES NOT TO BENEFIT:**

**NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE  
GENERAL PUBLIC.**

**VENDOR CONTACT:** JAMIE TYLER

**VENDOR TEL. NO.:**

(386)-631-7329

**EMAIL ADDRESS:** jaime@onebeatcpr.com

**COUNTY CONTACT:** TERESA ELKINS

**COUNTY TEL. NO.:**

(703)-228-4421

**COUNTY CONTACT EMAIL:** telkins@arlingtonva.us

**MARCH 7, 2019**

**ARLINGTON COUNTY, VIRGINIA  
OFFICE OF THE PURCHASING AGENT  
SUITE 500, 2100 CLARENDON BOULEVARD  
ARLINGTON, VA 22201**

**CONTRACT NO. 19-184-ITB**

**This Contract is made, on the date of execution by the County, between One Beat CPR Learning Center LLC ("Contractor") a Virginia Corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia (County). The County and the Contractor, for the consideration hereinafter specified, agree as following:**

**1. CONTRACT DOCUMENTS - BID FORM WHICH CONSIST OF:**

- **Pricing**
- **Warranty**
- **Indemnification**

**ARLINGTON COUNTY GOVERNMENT  
2100 CLARENDON BLVD SUITE 500  
ARLINGTON, VA 22201**

**CONTRACT TERMS AND CONDITIONS**

**AGREEMENT NO. 19-184- ITB**

**1. CONTRACT DOCUMENTS**

The "Contract Documents" consist of the bid of the successful Bidder (hereinafter "Contractor") and Arlington County (hereinafter "County") Invitation to Bid No. 19-184-ITB.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

**2. SCOPE OF WORK**

The Contractor agrees to provide the goods described in the Contract Documents (the "Work"), more particularly described in the Specifications included with the Invitation to Bid. The primary purpose of the Work is to provide Philips Medical Defibrillator and Accessories. It will be the Contractor's responsibility, at its sole cost, to provide the specific goods set forth in the Contract Documents and sufficient goods to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

**3. PROJECT OFFICER**

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

**4. CONTRACT TERM**

The initial term of this contract awarded shall commence on the date the Contract is fully executed by the Purchasing Officer. Lock in prices for one (1) year will start March 1, 2019 expiring March 31, 2020. Award, authorize continuation of the Agreement. An additional four (4) one (1) year renewal periods after March 31, 2020 to March 1, 2024 (each a "Subsequent Contract Term"). The initial Contract Term and any Subsequent Contract Term(s) are together the "Contract Term". At the end of the first-year prices may increase. If the cost increases, there will be a negotiation for each renew period going forward.

Any Contract Amount/unit price(s) that result from this provision will become effective the day after the Price Adjustment Date and will be binding for 12 months. The new Price Adjustment Date will be 12 months after the price adjustment.

If the Contractor and the County have not agreed on a requested adjustment by 30 days before the Price Adjustment Date, the County may terminate the Contract, if the County has previously elected to extend the Contract's term.

**5. PAYMENT**

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections. The County will pay the Contractor within 45 days after receipt of an invoice for completed work that is reasonable and allocable to the Contract and that has been performed to the satisfaction of the Project Officer. The number of the County Purchase Order pursuant to which goods have been delivered or performed must appear on all invoices. All POs can be emailed to sales@onebeatpcr.com.

**6. PAYMENT OF SUBCONTRACTORS**

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

**7. NO WAIVER OF RIGHTS**

The County's approval or acceptance of or payment for any goods under this Contract will not waive any rights or causes of action arising out of the Contract.

**8. NON-APPROPRIATION**

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

**9. ESTIMATED QUANTITIES/NON-EXCLUSIVITY OF CONTRACTOR**

This Contract does not obligate the County to purchase a specific quantity of items during the Contract Term. Any quantities that are included in the Contract Documents are the present expectations of the County for the period of the Contract; and the County is under no obligation to buy that or any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The County may require more goods than the estimated annual quantities, and any such additional quantities will not give rise to any claim for compensation other than at the unit prices and/or rates in the Contract.

The County does not guarantee that the Contractor will be the exclusive provider of the goods covered by this Contract. The items covered by this Contract may be or become available under other County contract(s), and the County may determine that it is in its best interest to procure the items through those contract(s).

**10. COUNTY PURCHASE ORDER REQUIREMENT**

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

**11. DELIVERY**

All goods are purchased F.O.B. destination in Arlington County as described in the specifications. Transportation, handling and all related charges are included in the unit prices or discounts that the Contractor submitted with its bid.

**12. WARRANTY**

The Contractor guarantees against and will correct at its expense factory defects that occur during the manufacturer's standard warranty period. The Contractor will provide all manufacturers' warranties at the time of delivery.

**13. INSPECTION, ACCEPTANCE, TITLE, AND RISK OF LOSS**

The County will inspect all materials at the delivery location within ten days of delivery and may test the goods as it sees fit before accepting them.

The Contractor warrants that it has good title to, and will require all subcontractors to warrant that they have good title to, all delivered goods.

The Contractor bears title and risk of loss or damage to all delivered goods until the County accepts them.

Neither the Contractor nor any subcontractor may retain any interest in the goods after the County accepts them.

**14. DISPOSAL OF PACKING MATERIALS, TRASH, AND DEBRIS**

The Contractor must, at its expense and without using any County waste containers, immediately remove and legally dispose of off-site all packing materials, trash and debris ("Waste"). Otherwise, the County will contract a third party to dispose of the Waste and will deduct the expense from the final payment to the Contractor.

The County will deduct from the final payment the expense to repair any damage to County-owned or-controlled property that the Contractor or its agents cause, unless the County agrees that the Contractor can make the repairs, in which case the Contractor must make the repairs at its expense within ten days of the damage and to the satisfaction of the County.

**15. OSHA REQUIREMENTS**

The Contractor certifies that all material supplied or used under this Contract meets all federal and state Occupational Safety and Health Administration ("OSHA") requirements. If the material does not meet the OSHA requirements, the Contractor will bear all costs necessary to bring the material into compliance.

**16. HAZARDOUS MATERIALS**

The Contractor must comply with all federal, state, and local laws governing the storage, transportation, and use of toxic and hazardous materials. The County is subject to the Hazard Communication Standard, 29 CFR § 1910.1200 ("Standard"). The Contractor will provide, no later than delivery or first use of the materials, Material Safety Data Sheets ("MSDS") for all hazardous materials supplied to the County or used in the performance of the Work. The Contractor will also ensure that all shipping and internal containers bear labels that meets the requirements of the Standard. The County may refuse shipments of hazardous materials that are not appropriately labeled or for which the Contractor has not timely provided MSDS. The Contractor must pay any expenses that it or the County incurs as a result of the County's refusal of goods under this section or rejection of MSDS.

**17. PROHIBITION AGAINST ASBESTOS-CONTAINING MATERIALS**

No goods, equipment or material that the Contractor or its subcontractor provides or installs may contain asbestos. The Contractor must remove any asbestos-containing goods, equipment and material at its sole cost, which includes worker protection and legal disposal, and must reimburse the County for the replaced goods, equipment and material. The County may offset these costs and reimbursement against any amounts that it owes the Contractor.

**18. FAILURE TO DELIVER**

If the Contractor does not deliver the goods or services required by the Scope of Work, the County may procure the goods or services from other sources at the Contractor's expense, including purchase and administrative costs, and may offset the costs against any amount that the County owes the Contractor. The County must provide the Contractor written notice of the deficiency and may choose to provide an opportunity to cure. This remedy is in addition to the County's other remedies for the Contractor's failure to perform.

**19. UNSATISFACTORY WORK**

The Contractor must within 15 days of written notice from the County remove and replace, at its expense, any goods that the County rejects as unsatisfactory. Otherwise, the County may choose to remove or replace the rejected goods at the Contractor's expense. The County may offset the costs against any amounts that it owes the Contractor. The County may also decide not to remove or replace the unsatisfactory goods and instead to adjust the Contract Amount to account for the unsatisfactory performance. This paragraph applies throughout the Contract Term and any warranty or guarantee period.

**20. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

**21. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED**

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

**22. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR**

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace (as defined in this section) for its 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 violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

**23. TERMINATION**

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and must immediately deliver all documents related to the terminated Work to the County.



Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

**A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE**

1. **Termination for Unsatisfactory Performance.** If the County determines that the Contractor has failed to perform satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 days or any other period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date.

2. **Termination for Breach or Default.** If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Upon any termination pursuant to this section, the Contractor will be liable to the County for costs that the County must expend to complete the Work, including costs resulting from any related delays and from unsatisfactory or non-compliant work performed by the Contractor or its subcontractors. The County will deduct such costs from any amount due to the Contractor; or if the County does not owe the Contractor, the Contractor must promptly pay the costs within 15 days of a demand by the County. This section does not limit the County's recovery of any other damages to which it is entitled by law.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.



**8. TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

**24. INDEMNIFICATION**

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless and indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure resulting from, arising out of or in any way connected with the Contractor's acts or omissions, including the acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**25. INTELLECTUAL PROPERTY INDEMNIFICATION**

The Contractor warrants and guarantees that in providing services under this Contract neither the Contractor nor any subcontractor is infringing on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to save, defend, hold harmless, and indemnify the County Indemnitees, as defined above, from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees. The Contractor must pay such expenses upon demand by the County, and failure to do so may result in the County withholding such amounts from any payments to the Contractor under this Contract.

**26. COPYRIGHT**

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract.

The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

**27. CONFIDENTIAL INFORMATION**

The Contractor and its employees, agents and subcontractors will hold as confidential all County information obtained under this Contract. Confidential Information includes, but is not limited to, nonpublic personal information; personal health information (PHI); social security numbers; addresses; dates of birth; other contact information or medical information about a person; and information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The Contractor must take reasonable measures to ensure that all of its employees, agents and subcontractors are informed of and abide by this requirement.

**28. ETHICS IN PUBLIC CONTRACTING**

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its bid was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**29. COUNTY EMPLOYEES**

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

**30. FORCE MAJEURE**

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract.

**31. AUTHORITY TO TRANSACT BUSINESS**

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

**32. RELATION TO COUNTY**

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

**33. ANTITRUST**

The Contractor conveys, sells, assigns and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

**34. AUDIT**

The Contractor must retain all books, records and other documents related to this Contract for at least five years after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term. The Contractor must provide any requested documents to the County for examination within 15 days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination, including, but not limited to, the services of external audit firm and attorney's fees; or the County may deduct the overcharges and examination costs from any amount that the County owes to the Contractor. If the Contractor wishes to destroy or dispose of any records related to this Contract (including confidential records to which the County does not have ready access) within five years after the final payment, the Contractor must give the County at least 30 days' notice and must not dispose of the documents if the County objects.

**35. ASSIGNMENT**

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

**36. AMENDMENTS**

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

**37. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES**

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

**38. DISPUTE RESOLUTION**

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals and protests are contained in the Arlington County

Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board or a court of law.

**39. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION**

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

**40. ARBITRATION**

No claim arising under or related to this Contract may be subject to arbitration.

**41. NONEXCLUSIVITY OF REMEDIES**

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

**42. NO WAIVER**

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

**43. SEVERABILITY**

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

**44. ATTORNEY'S FEES**

The County is entitled to attorney's fees and costs that it incurs to enforce any provision of this Contract.

**45. SURVIVAL OF TERMS**

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; AUDIT; COPYRIGHT; WARRANTY; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND CONFIDENTIAL INFORMATION or DATA SECURITY AND PROTECTION.

**46. HEADINGS**

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

**47. AMBIGUITIES**

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

**48. NOTICES**

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

**WITNESS THESE SIGNATURES:**

**THE COUNTY BOARD OF ARLINGTON**

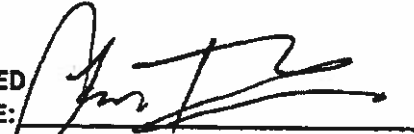
**ONE BEAT CPR LEARNING CENTER LLC**

**AUTHORIZED  
SIGNATURE:**



**NAME: FRANCINE MORRIS  
TITLE: PROCUREMENT OFFICER**

**AUTHORIZED  
SIGNATURE:**



**NAME AND  
TITLE:** Lawrence Franchetti, President & CEO

**DATE:**

March 6, 2019

**DATE:**

March 6, 2019

ARLINGTON COUNTY, VIRGINIA

INVITATION TO BID NO. 19-184

BID FORM

**SUBMIT ONE (1) ORIGINAL FULLY-COMPLETED, SIGNED BID FORM (WITH LONGHAND SIGNATURE); ALL OTHER REQUIRED DOCUMENTS (AS INDICATED IN SECTION 8) ON A USB FLASH DRIVE LABELED AS 19-184-ITB, TO THE OFFICE OF THE BID CLERK, SUITE 511, 2100 CLARENDON BLVD., ARLINGTON, VIRGINIA 22201 ON OR BEFORE 3:00 P.M. FEBRUARY 13<sup>th</sup>, 2019.**

BIDS WILL BE OPENED AT 3:00 P.M., February 13<sup>th</sup>, 2019

FOR: PHILIPS MEDICAL DEFIBRILLATOR & ACCESSORIES  
PER THE TERMS, CONDITIONS AND UNITS OF THIS SOLICITATION

THE FULL LEGAL NAME OF THE ENTITY SUBMITTING THIS BID MUST BE WRITTEN IN THE SPACE BELOW. THIS BID FORM AND ALL OTHER DOCUMENTS THAT REQUIRE A SIGNATURE MUST BE FULLY AND ACCURATELY COMPLETED AND SIGNED BY A PERSON WHO IS AUTHORIZED TO BIND THE BIDDER, OR THE BID MAY BE REJECTED:

SUBMITTED BY:

(legal name of entity)

One Best CPR Learning Center LLC.

AUTHORIZED

SIGNATURE:

PRINT NAME AND TITLE:

Lawrence Franchetti Owner / CEO

ADDRESS:

4360 Oakes Road Ste 500-503

CITY/STATE/ZIP:

Davie, FL 33314

TELEPHONE NO.:

854-321-5305

E-MAIL

ADDRESS:

lsime@onebestcpr.com

THIS ENTITY IS  
INCORPORATED IN:

Florida

THIS ENTITY IS A:  
(check the  
applicable option)

CORPORATION

☐

LIMITED PARTNERSHIP

☐

GENERAL PARTNERSHIP

☐

UNINCORPORATED  
ASSOCIATION

☐

LIMITED LIABILITY  
COMPANY

☒

SOLE PROPRIETORSHIP

☐

IS BIDDER AUTHORIZED TO TRANSACT BUSINESS IN THE  
COMMONWEALTH OF VIRGINIA?

YES ☒

NO ☐

**IDENTIFICATION NO. ISSUED TO THE ENTITY BY  
THE SCC:**

*Any Bidder exempt from Virginia State Corporation Commission (SCC) authorization requirement must include a statement with its bid explaining why it is not required to be so*  
**IS YOUR FIRM OR ANY OF ITS PRINCIPALS CURRENTLY  
DEBARRED FROM SUBMITTING BIDS TO ARLINGTON  
COUNTY, VIRGINIA, OR ANY OTHER STATE OR POLITICAL  
SUBDIVISION?**

YES ☐ NO ☒

**BIDDER STATUS:** MINORITY OWNED: ☐ WOMAN OWNED: ☐ NEITHER: ☒

**COMPLETE THE INFORMATION BELOW AND SUBMIT THE REQUIRED DOCUMENTS AS  
IDENTIFIED BID FORM SUBMISSION.**

ARLINGTON COUNTY GOVERNMENT UTILIZES THE PHILIPS MEDICAL, HEARTSTART ONSITE HSI, MODEL M5066A. REOCCURRING REPLACEMENT PARTS FOR ADULT AND CHILD PADS ARE EVERY TWO YEARS, AND BATTERIES ARE EVERY FOUR YEARS. AED UNITS ARE ESTIMATED AT A 20 YEAR USEFUL LIFE. THE BELOW ITEMS WILL SERVE A TOTAL OF EIGHT DEPARTMENTS AT ARLINGTON COUNTY GOVERNMENT. ITEMS SHALL BE SHIPPED WITHIN 30 DAYS OF ORDER.

**PHILIPS MEDICAL DEFIBRILLATOR, PAD CARTRIDGES & BATTERY PACK – BRAND NAME NO  
SUBSTITUTE.**

ITEM		PRICE FOR SINGLE ITEM ORDERS	QUANTITY AND PRICE FOR BULK ORDERS
1.	PHILIPS MEDICAL MODEL M5066A HeartStart Defibrillator HSI with Durable Carry Case (Opt C01)	\$ 695.00	\$ 650.00 for 10 or more
2.	PHILIPS MEDICAL MODEL M5071A HS1 ADULT SMART PAD CARTRIDGE	\$ 36.85	\$ 36.85
3.	PHILIPS MEDICAL MODEL M5072A HS1 INFANT/CHILD SMART PAD CARTRIDGE	\$ 59.40	\$ 59.40
4.	PHILIPS MEDICAL MODEL M5070A HS1 BATTERY PACK	\$ 92.95	\$ 92.95
TOTAL AMOUNT		\$ 884.20	\$ 839.20

Note Line item #1 includes OnSite AED (#M5066A), Standard Case 1 Battery and 1-set of Adult Pads = \$695.00 (single orders).

Line item #2, 3, and 4- are Replacement Accessory prices



THE UNDERSIGNED UNDERSTANDS AND ACKNOWLEDGES THE FOLLOWING:

THE OFFICIAL COPY OF THE SOLICITATION DOCUMENTS, WHICH INCLUDES ANY ADDENDA, IS THE ELECTRONIC COPY THAT IS AVAILABLE FROM THE COMMONWEALTH OF VIRGINIA'S eVA WEBSITE AT: [HTTP://WWW.EVA.VIRGINIA.GOV](http://www.eva.virginia.gov).

POTENTIAL BIDDERS ARE RESPONSIBLE FOR DETERMINING THE ACCURACY AND COMPLETENESS OF ALL SOLICITATION DOCUMENTS THEY RECEIVE FROM ANY SOURCE, INCLUDING THE COUNTY.

The undersigned acknowledges receipt of the following Addenda:

ADDENDUM NO. 1	DATE: 1/17/19	INITIAL: LF
ADDENDUM NO. 2	DATE: 1/25/19	INITIAL: LF
ADDENDUM NO. 3	DATE: _____	INITIAL: _____

**TRADE SECRETS OR PROPRIETARY INFORMATION:**

Trade secrets or proprietary information submitted by a Bidder in connection with a procurement transaction will not be subject to public disclosure under the Virginia Freedom of Information Act. Pursuant to Section 4-111 of the Arlington County Purchasing Resolution, however, a Bidder seeking to protect submitted data or materials from disclosure must, before or upon submission of the data or materials, identify the data or materials to be protected and state the reasons why protection is necessary.

Please mark one:

- ☒ No, the bid that I have submitted does not contain any trade secrets and/or proprietary information.
- ☐ Yes, the bid that I have submitted does contain trade secrets and/or proprietary information.

If Yes, you must clearly identify below the exact data or materials to be protected and list all applicable page numbers of the bid that contain such data or materials:

N/A

BIDDER NAME: One Beat CPR Learning Center LLC.

**THE FAST RESPONSE KIT - PHILIPS BRAND OR EQUIVALENT.**

ITEM		PRICE FOR SINGLE ITEM ORDERS	QUANTITY AND PRICE FOR BULK ORDERS
1.	OPIM MOUTH GUARD	\$ 2.00	\$ 2.00
2.	LARGE NEOPRENE GLOVES	\$ 2.00	\$ 2.00
3.	DISPOSABLE RAZOR	\$ 2.00	\$ 2.00
4.	SAFETY CUTTING SCISSOR	\$ 2.00	\$ 2.00
5.	ALCOHOL WIPES	\$ 2.00	\$ 2.00
6.	BIO-HAZARD DISPOSAL BAG	\$ 2.00	\$ 2.00
	TOTAL AMOUNT	\$ 12.00	\$ 12.00

TOTAL BID AMOUNT FOR SINGLE ITEM ORDERS \$ 896.20

TOTAL BID AMOUNT FOR BULK ITEM ORDERS \$ 851.20

BIDDER NAME Lawrence Franchetti

BIDDER COMPANY NAME One Best CPR Learning Center LLC.

# PHILIPS

Philips Medical Systems  
22100 Bothell Everett Hwy  
Bothell, WA 98021-8431  
USA

425.908.2799 telephone  
800.263.3342 toll-free  
425.487.7487 facsimile  
[www.philips.com/medsupport](http://www.philips.com/medsupport)

## WARRANTY

**LIMITED WARRANTY.** Philips Medical Systems ("Philips") warrants that HeartStart FR2 series, HeartStart HSI series, HeartStart FRx, and HeartStart FR3 defibrillators (and related accessories for these defibrillators described herein) sold by Philips or an authorized Philips distributor, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Philips for such products and shall be substantially free from defects in material and workmanship for the warranty period specified. The HeartStart FR2 series and FR3 defibrillators are warranted for five (5) years from the date of shipment by Philips. HSI series and FRx defibrillators shipped before December 1, 2011 are warranted for five (5) years from the date of shipment by Philips. HSI series and FRx defibrillators shipped after December 1, 2011 are warranted for eight (8) years from the date of shipment by Philips. Disposable defibrillation pads are warranted until the expiration date listed on the package. HeartStart FR2 series, HSI series, and FRx non-rechargeable lithium batteries are warranted for four (4) years, and the FR3 battery for three (3) years, from the date of installation, provided the battery is installed by the shelf-life date stated on the battery. For all other accessories for the ForeRunner, FR2 series, HSI series, FRx, and FR3 defibrillators, Philips warrants such products for 12 months from the date of shipment by Philips. Philips warrants the media on which the data management software copies are contained for a period of 60 days from the date of shipment by Philips.

This warranty does not apply to product defects resulting from improper or inadequate maintenance; use of the product with software, supplies or interfaces not supplied by Philips; use or operation of the product other than in accordance with Philips product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized repair or modification to the product ("Warranty Exclusions").

Customer's exclusive remedy and Philips' sole liability for breach of the foregoing warranty is as follows. If any product described herein fails to conform to the warranty set forth above, at its sole election (which election shall be made after Philips receives the product), Philips shall repair or replace the product, provided that (a) Philips receives written notice in a timely manner that such product failed to conform and a detailed explanation of any alleged nonconformity; (b) such product is returned to Philips during the warranty period; and (c) Philips is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. Philips is obligated to this warranty, provided that Philips has given prior consent to have the product returned to it, and the product is returned using a Returned Goods Authorization (RGA) number provided by Philips. In such instance, Philips shall be responsible for the cost of shipping.



## INDEMNIFICATION

Philips Healthcare ("Philips") shall defend, indemnify, hold harmless, and, at its option, settle any claims or actions for injury or damages to persons or tangible property brought against any person or entity who uses a HeartStart Defibrillator or who purchases, rents, or leases a HeartStart Defibrillator from Philips or one of its authorized distributors of model:

- ForeRunner Automated External Defibrillator;
- FR2 or FR2+ Automated External Defibrillator ("FR2");
- HeartStart FRx Defibrillators;
- HeartStart OnSite Defibrillators, HeartStart Defibrillators or HeartStart Home Defibrillators ("HS1");
- HeartStart FR3 Automated External Defibrillator ("FR3")

This indemnification shall only apply if: (1) such claim or action arises from the mechanical or electrical failure or malfunction of the device; (2) a data card was used to record the event which is the subject of the claim (ForeRunner, FR2 and FR2+, and FR3 only); and (3) such claim or action did not result from the negligence, gross negligence or improper acts of any person or entity not employed by or under the control of Philips.

This indemnification does not extend to or cover any claims involving:

- a device not kept in proper working order;
- use of non-Philips or out-of-date pads, batteries or data cards;
- operation of a device by a person without authorization;
- failure to use a device in compliance with state and/or local regulations including those regarding medical direction or supervision;
- failure to follow the operating instructions.

This indemnification is expressly contingent on the person(s) or entity(ies) promptly providing Philips with: notice of any such claim or action after obtaining actual knowledge thereof; accurate and complete assistance and information, including the data card (for ForeRunner, FR2, and FR2+, and FR3 only) and the device containing the record of the event which is the subject of the claim or action; and the unrestricted authority to defend or settle such claim or action, provided, however, that the person or entity seeking indemnification shall have the right to participate at its own expense in any such defense or settlement.

**REFERENCES**

Bidders shall provide three references for similar goods that have been provided by the Bidder within the past five years. The County reserves the right to evaluate the quality of Contractor's work through site visits with Contractor's references.

REFERENCE 1: Contact Name: Edgar Ruiz  
Organization: Nova Southeastern University  
Phone Number: 854-262-6944  
E-mail Address: edgar@nova.edu  
Contract/Project Name: N/A  
Contract/Project Dates (from-to): 11/2009-current  
Contract/Project Description: Sale of AEDs and accessories, CPR training and AED Management

REFERENCE 2: Contact Name: David West  
Organization: Bakersfield City Schools  
Phone Number: 661-631-4712  
E-mail Address: westd@bcsd.com  
Contract/Project Name: N/A  
Contract/Project Dates (from-to): 12-2015-current  
Contract/Project Description: Sale of AEDs and accessories and AED Management

REFERENCE 3: Contact Name: Ranique Cortez  
Organization: Orange County Sheriff's Department  
Phone Number: 714-834-4700  
E-mail Address: rcortez@ocsd.org  
Contract/Project Name: N/A  
Contract/Project Dates (from-to): 10-2016- Current  
Contract/Project Description: Sale of AEDs and accessories

BIDDER NAME: One Best CPR Learning Center LLC.

BID FORM, PAGE \_\_\_\_ OF \_\_\_\_

State the specific reason(s) why protection is necessary:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
NA

If you fail above to identify the data or materials to be protected or to state the reason(s) why protection is necessary, you will not have invoked the protection of Section 4-111 of the Purchasing Resolution. Accordingly, upon the award of a contract, the bid will be open for public inspection consistent with applicable law.

**CERTIFICATION OF NON-COLLUSION:** The undersigned certifies that this bid is not the result of or affected by (1) any act of collusion with another person engaged in the same line of business or commerce (as defined in Virginia Code §§ 59.1-68.6 *et seq.*) or (2) any act of fraud punishable under the Virginia Governmental Frauds Act (Virginia Code §§ 18.2-498.1 *et seq.*).

**CONTACT PERSON AND MAILING ADDRESS FOR DELIVERY OF NOTICES**

Provide the name and address of the person who is designated to receive notices and other communications regarding this solicitation. Refer to the "Notices" section in the draft Contract Terms and Conditions for information regarding delivery of notices.

NAME: One Best CPR Learning Center LLC.  
ADDRESS: 4350 Oakes Road Ste 500-503  
Davis, FL 33314  
E-MAIL: Jaime@onebestcpr.com