

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

CONTRACT AWARD COVERPAGE

TO: ARLINGTON HEALTH SYSTEM	DATE ISSUED:	NOVEMBER 6, 2020
D/B/A VIRGINIA HOSPITAL CENTER	CONTRACT NO:	21-FIR-SS-259
1701 N GEORGE MASON DRIVE	CONTRACT TITLE:	AMBULANCE RESTOCKING
ARLINGTON, VA 22205		

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. 21-FIR-SS-259 including any attachments or amendments thereto.

EFFECTIVE DATE: NOVEMBER 1, 2020

EXPIRES: OCTOBER 31, 2023

RENEWALS: NONE

COMMODITY CODE(S): 94812

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 21-FIR-SS-259

EMPLOYEES NOT TO BENEFIT:

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

VENDOR CONTACT: MELANIE REZA

VENDOR TEL. NO.:

(703) 558-6431

EMAIL ADDRESS: MREZA@VIRGINIAHOSPITALCENTER.COM

COUNTY CONTACT: JOHNETTE HILL (FIR AND FIRE)

COUNTY TEL. NO.:

(703) 228-4659

COUNTY CONTACT EMAIL: JHILL@ARLINGTONVA.US

PURCHASING DIVISION AUTHORIZATION



Title: **PROCUREMENT OFFICER**

Date: **NOVEMBER 6, 2020**

ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT No. 21-FIR-SS-259

THIS AGREEMENT ("Agreement") is made on November 1st, 2020 between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and Arlington Health System d/b/a Virginia Hospital Center, with a principal place of business located at 1701 N George Mason Drive Arlington, VA 22205 ("Contractor" or "VHC").

1. The "Contract Documents" consist of:

Agreement No. 21-FIR-SS-259
Exhibit A – Scope of Work
Exhibit B – Contract Pricing

2. The Contractor agrees to replenish, on a one-for-one basis, drugs and medical supplies used by the County's ambulances that provide emergency services to patients who are: (i) transported to VHC; or (ii) treated by the ambulance provider but not transferred to any receiving facility ("One-for-One Restocking"). VHC provides One-for-One Restocking without charge.
3. The Contractor further agrees to provide County with general restocking of supplies for its ambulance units above and beyond those restocked pursuant to the One-for-One Restocking described above, for the fees set forth in Exhibit B – Pricing Sheet – of this Agreement.
4. The Contract unit price(s) will remain firm until October 31, 2021 ("Price Adjustment Date"). To request a price adjustment, the Contractor or the County must submit a written request to the other party not less than 90 days before the Price Adjustment Date. Adjustments to the Contract Amount/unit price(s) will not exceed the percentage of change in the U.S. Department of Labor Consumer Price Index, All Items, Unadjusted, Urban Areas ("CPI-U") for the 12-month period preceding the Price Adjustment Date of each year of the Contract. Any agreed upon adjustments to the Contract 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, either Party may elect terminate this Contract upon written notice to the other the other Party.
5. The County will have no obligation to the Contractor if no goods or services are required.
6. The Contractor's provision of these goods or services is subject to review and approval by the County's Project Officer.
7. The Contractor shall provide the goods or services covered by the Contract beginning on November 1, 2020. Unless terminated as provided below, the Agreement shall continue until October 31, 2023.
8. The County will pay the Contractor, for services or goods that the Project Officer accepts up to the maximum amount of \$40,000 per year. Each invoice must certify that the invoice

submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The County will pay the Contractor net 45 days from receipt of an invoice that the Project Officer approves for payment.

9. The Contractor is an independent contractor, and the County will not withhold from the Contractor's compensation any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax or any other amounts for benefits to the Contractor or its agents or employees.
10. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:
 - 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 Agreement; 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 any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions 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.

11. The County may terminate this Agreement by providing 30 days' advance written notice whenever the Purchasing Agent determines that termination is in the County's best interest. The Contractor will be entitled to receive compensation for all goods or services that the County accepted before the effective date of termination.
12. The County may terminate this Agreement by 48 hours' written notice if the Contractor fails to provide satisfactory goods or services, in the determination of the Project Officer. The notice will be effective upon receipt by the Contractor or three days after the County mails the notice, whichever is sooner. The Contractor will be entitled to receive compensation only for goods or services that the County accepted before the County mailed the notice. The Contractor will be liable to the County for all costs that the County incurs after the termination takes effect to complete the Work covered by the Contract, including delay costs

and costs to repair or replace any unsatisfactory work. The County may deduct these costs from any amount that it owes the Contractor or require that the Contractor pay the costs on demand.

13. Time is of the essence and the Contractor agrees that failure to provide timely service will render this Agreement null and void.

14. The Contractor must provide a certificate of the following insurance coverages before the start of work:

- Workers Compensation-Standard Virginia Workers Compensation Policy.
- Commercial General Liability (CGL)- \$1,000,000 combined single limit with \$2,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional insureds on the CGL policy.
- Product Liability - \$1,000,000 combined single limit with \$2,000,000 annual aggregate coverage.

15. The Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or on any other basis prohibited by Virginia or federal law and must post in this nondiscrimination clause in conspicuous places, available to employees and applicants for employment.
- b. The Contractor must state that it is an Equal Opportunity Employer in all solicitations or advertisements for employees that it places or causes to be placed.
- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall meet the requirements of this section.
- d. The Contractor must include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

16. The Contractor must comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly and privately provided services and activities.

17. 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, as determined by Contractor, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance 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 subcontracts or purchase order in excess of \$10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

18. If the Contractor employs more than five employees, the Contractor shall (i) provide regular training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in either (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes; or (b) virtually on Contractor's intranet page such that it is available to all employees of Contractor and (b) the Contractor's employee handbook.
19. The Contractor acknowledges that it does not, and will not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
20. This Agreement is governed by the Arlington County Purchasing Resolution, which is incorporated by reference. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is thirty (30) days.
21. This Agreement is not effective until the County issues a valid County Purchase Order covering the amount of the Agreement.
22. 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 or services 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.
23. 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 proposal 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.
24. 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

25. The County does not discriminate against faith-based organizations.
26. The parties and their employees, agents and subcontractors will hold as confidential all confidential information that they obtain from the other party under this Agreement. Confidential Information includes, but is not limited to, nonpublic personal information; personally, identifiable health information; security numbers; addresses; dates of birth; information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans and expertise. The parties must take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of and abide by this requirement.
27. The Contractor must comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses as applicable.
28. The Contractor must remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.
29. This Agreement is governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction and venue for any litigation is in the Circuit Court for Arlington County, Virginia, and in no other court.
30. 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 reasonable 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.
31. Notices will be effective when made in writing and either (a) delivered in person, (b) delivered to an overnight delivery service or (c) deposited in the United States mail, certified or registered. Notices should be addressed as follows:

TO THE CONTRACTOR:

Virginia Hospital Center
1701 N. George Mason Drive
Arlington, VA 22205
Attn: Melanie Reza/Legal Dept
Email: mreza@virginiahospitalcenter.com

TO THE COUNTY:

Johnette Hill, Project Officer
2100 Clarendon Blvd
Suite 400
Arlington, VA 22201
Email : Jhill@arlingtonva.us

AND

Sharon T. Lewis, Purchasing Division Chief
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500A
Arlington, Virginia 22201

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

32. 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 business 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 business 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.

- 33. The Contractor shall not assign or transfer this Agreement, or any of its rights or interests, without the County's prior written consent.
- 34. This Agreement may be modified only by written amendment.
- 35. All remedies available to the County under this Agreement are cumulative, and no remedy is exclusive of any other that is available to the County at law or inequity.
- 36. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable; and if any part is held to be invalid, the rest of the Agreement will remain in effect.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON VIRGINIA

VIRGINIA HOSPITAL CENTER COUNTY, ARLINGTON HEALTH SYSTEM
d/b/a VIRGINIA HOSPITAL CENTER

DocuSigned by:
Sy Gezachew
27EC198E4A6D475
SIGNED: _____

DocuSigned by:
Charles Fletcher
360705E8E8AB452
SIGNED: _____

PRINTED NAME: SY GEZACHEW

PRINTED NAME: Charles Fletcher

TITLE: PROCUREMENT OFFICER

PRINTED TITLE: Vice President Support Services

DATE: 11/6/2020

DATE: 11/6/2020

EXHIBIT A
Scope of Work

This is the sole source for Ambulance Restocking Supplies and Service for the Arlington County.

Virginia Hospital Center (VHC) provides a comprehensive service to the Fire Department with regards to resupplying the Department's emergency medical service (EMS) supplies on ambulance units within the county.

The following is a list of services that VHC provides to the Fire Department:

- Agrees to replenish, on a one-for-one basis, drugs and medical supplies used by the County's ambulances that provide emergency services to patients who are: (i) transported to VHC; or (ii) treated by the ambulance provider but not transferred to any receiving facility ("One-for-One Restocking"). VHC provides One-for-One Restocking without charge.
- Provides a secure vending machine in a centralized location (within Arlington County) that all ACFD ambulances have access to in a quick and efficient manner for restocking medical supplies.
- Provides the logistical and personnel support to store and inventory medical supplies.

EXHIBIT B - Pricing Sheet

Item Description	Item Number	Each	Item Description	Item Number	Each
Airway Nasopharangeal 26fr	195691	3.65	Needle Set EZIO 15MM pink	149023	142.60
Airway Nasopharyngeal 30fr	195692	3.65	Needle Set EZIO 25MM Blue	149024	142.60
Airway Oral 100mm	194868	0.24	Needle Set EZIO 45mm yellow	149025	142.60
Airway Oral 80mm	194870	0.26	Obstetrical Sealed Kit	149014	9.79
Airway Oral 90mm	194869	0.26	Pad Alcohol Prep	147675	0.18
Armboard Disposable 2x6 in	194890	0.78	Pad Quick Combo Pediatric	300547	1.65
Armboard Disposable 3x17.5 in	194888	0.52	Pads Quick Combo Adult	195151	19.41
Armboard Disposable 3x9 in	194887	0.4	Res-Q-Pod	149022	99.50
Bandage wrap sof-klng 2"	194925	0.48	Saline bullet	195567	0.72
Bandage wrap sof-klng 3"	194926	0.24	Saline Flush NaCl 10ml syringe	196110	0.42
Bandage wrap sof-klng 4"	194927	0.28	Sensor Massimo SPO2 Neonate	331394	9.42
Bandage wrap sof-klng 6"	194928	0.48	Set Tubing IV Admin 60 drop	147114	2.29
Basin Emesis	194949	0.06	Set Tubing IV Admin Drip 10 drop	195919	4.27
Bucket Ice	194993	0.82	Solution Irrigation H2O 1000ml	195899	1.39
BVM Adult		18.26	Solution Irrigation NaCl 1000ml	195897	1.41
BVM Infant	194898	32.93	Solution IV NaCl 0.9% 1000ml	195894	1.05
BVM Pediatric	194897	18.26	Solution IV NaCl 0.9% 250ml	195892	0.76
Capnoline Microstream Adult	147750	14.90	Suction Yankauer Rigid Tip	195550	0.31
Catheter IV 24g	184483	1.81	Syringe cath tip 60ml	195587	0.32
Catheter IV Wing 14g	184477	1.63	Syringe Luer-Lok 10ml	195579	0.07
Catheter IV Wing 16g	184478	1.74	Syringe Luer-Lok 3ml	195572	0.05
Catheter IV Wing 18g	184479	1.73	Syringe Slip tip 20ml	195583	0.18
Catheter IV Wing 20g	184481	1.73	Syringe Slip tip 5ml	195577	0.07
Catheter IV Wing 22g	184482	1.73	Syringe TB 1 ml 25gx5/8 in	195590	0.08
Caviwipe Multi Dispenser	202659	4.94	Tape Durapore 1 inch	195603	0.37
Chloraprep 1.5ml	203088	0.69	Tape Durapore 2 inch	195593	0.98
Clipper surgical blade 3M	217944	2.44	Tubing Suction Disposable 100FT 3/16	195703	4.57
Collar Cervical adult stiff neck	176173	13.8			
Collar Cervical Pediatric stiff neck	300556	8.74	Band-Aids	194915	3.98
Connector Clave	203071	0.95	Canister Suction 1200ml	195082	1.35
CPAP Circuit w/medium mask	149005	35.30	Catheter Suction no-valve 14fr	195032	0.45
Detector CO2 Nellcor easy cap	195552	9.11	Catheter w/control vac valve 10fr	195031	0.38
Dressing 12-ply 4x4 10-pack	195503	0.36	IV Start Kits	206245	11.42
Dressing 12-ply 4x4 2-pack	195502	0.35	Lubricating Jelly	195310	7.31
Dressing 2x2	195119	1.73	Sling/Swathe Adjustable Large	195459	13.21
Dressing non-adh ABD 5x7	195115	0.09	Stylet intub 5-10 mm 14fr str	195543	2.21
Dressing Tegaderm 2x2	195345	0.72	Syringe, Bulb ear/ulcer	195565	0.42
Electrode ECG Adult Positrace	195146	0.37	Tourniquet	200269	0.13
Electrode ECG Infant	195144	0.59	Tube ET Hilo 3.0	200902	1.01
Extension 8 in. w/clave Y site	147116	2.12	Tube ET Hilo 3.5	200903	1.01
Filterline Microstream Adult	336787	9.15	Tube ET Hilo 4.0	200904	1.01
Gauze Triangle 36x36x51in	194936	0.40	Tube ET Hilo 5.5	200700	1.41
Gloves, aloetouch(al sizes,box)	206660	1.01	Tube ET Hilo 6.0	195666	1.41
Gloves, nitrile (all sizes, box)	206403	1.19	Tube ET Hilo 6.5	195670	1.41
Glucose 15GM Lemon	149007	14.29	Tube ET Hilo 7.0	195672	1.41
Hot Pack	206664	0.59	Tube ET Hilo 7.5	196296	1.41
Ice Packs	194908	0.63	Tube ET Hilo 8.0	195671	1.41
Immobilizer Head-Bed w/strap	200766	0.55	Tube ET Hilo 8.5	195674	1.44
King Airway SZ3	149008	38.29			
King Airway SZ4	149009	38.29	Cannula Nasal Pediatric	333591	1.18
King Airway SZ5	149010	38.29	Cannula Nasal infant		4.40
King Vision Non-Channeled Blade	147717	42.45	NRB Mask Pediatric	193263	1.59
Kit catheter suction 14fr	195287	1.44	NRB Mask Adult	167576	1.02
Lancets	200507	60.98	Cannula Nasal Adult	193267	0.40
Laryngoscope Blade Miller 4	149020	5.01	Nebulizer Set	194206	.53
Morgan Lens	300555	34.93			
Mucosal Atomization Device	147660	7.31	Sodium Chloride .45% 1000 CC	195889	1.56

Needle Protcv 21gx1.5 in	202216	0.18	Automization Device	147660	0.1
Needle Protcv 23gx1.5 in	220220	0.18	O2 Bottles	195899	0.1
Needle Protcv BLK 22gx1.2	202218	0.18	BURETROL	147121	\$7.27
Needle Protcv BLU 23gx1 in	202220	0.18			
Needle Protcv ORN 25gx5/8in	202221	0.18			
Needle Protcv PNK 18gx1.5in	202210	0.18			
Needle Protcv Yel 20gx1.5in	202215	0.18			