



County of Spotsylvania
Procurement Division
8800 Courthouse Road (P.O. Box 215)
Spotsylvania, VA 22553
Ph. 540/507-7586 Fax 540/582-6304

PURCHASE ORDER

P.O. NUMBER 19006

P.O. number must appear on all related correspondence, shipping papers, and invoices:

PURSUANT TO
VIRGINIA CODE §2.2-4343.1,
SPOTSYLVANIA COUNTY DOES
NOT DISCRIMINATE AGAINST
FAITH-BASED ORGANIZATIONS

To: Mid-Atlantic Waste Systems
Division of THC Enterprises, Inc.
10641 Cordova Road
Easton, MD 21601

Ship To: Chancellor Convenience Center
5917 Harrison Road
Fredericksburg, VA 22407

Attn: Dennis Velez

Attn: Michael Gorham

		SHIP VIA	F.O.B. POINT	TERMS
August 14, 2018			Destination	Net 30 Days
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
2	EA	Marathon RJ-575 HD/PC(30 HP) 5 Yard Pre-crusher compactor with options as Mid Atlantic Waste System quote #RSSQ30225 dated June 26, 2018. Contract documents consist of: 1. Spotsylvania County Purchase Order #19006 dated August 14, 2018 and Spotsylvania County Purchase Order General Terms & Conditions dated January 19, 2018; 2. Mid Atlantic Waste Systems Quote #RSSQ30255 dated June 26, 2018; 3. Email from Dennis Velez at Mid Atlantic Waste Systems to Donna Beasley dated July 11, 2018 agreeing to the County's Purchase Order Terms & Conditions. 4. National Joint Powers Alliance RFP #041217 dated April 13, 2017; Vendor Contract Award RFP #041217-MEC dated July 6, 2017. Deliver to: Spotsylvania County Chancellor Convenience Center 5917 Harrison Road Fredericksburg, VA 22407	\$80,600.00	\$161,200.00
TOTAL				\$161,200.00

If there are any questions concerning this purchase order, please contact Ms. Donna Beasley – Spotsylvania County Procurement Division. Ph. 540/507-7586; Fax: 540/582-6304

1. Please send one copy of your invoice.
2. In accordance with the prices, terms, delivery method, and specifications, including warranties, pursuant to any IFB and bid documents, or referenced Terms & Conditions delineated above.
3. Delivery constitutes acceptance of all terms and conditions.
4. Please notify us immediately if you are unable to ship as specified.
5. Send all invoices to:
County of Spotsylvania Utilities Department
600 Hudgins Road
Fredericksburg, VA 22408
6. Pursuant to Virginia Code §2.2-4311.1, seller warrants that during the performance of this contract, it will not employ unauthorized alien workers, as defined by the Immigration Reform and Control Act of 1986.

FOR OFFICIAL USE ONLY

Requisitioning Department: Utilities

Requisitioner: Josh Knight

Mark B. Taylor
County Administrator

Ass County Attorney

This standard Purchase Order form has been previously APPROVED AS TO FORM by the Office of the Spotsylvania County Attorney for small purchases. Any deviations from the County's customary form must be reviewed and approved by the County Attorney.



SPOTSYLVANIA COUNTY PURCHASE ORDER GENERAL TERMS AND CONDITIONS

1. All prices unless otherwise specified are F.O.B. Destination with transportation charges prepaid.
2. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
3. Deliveries against this order must be free of excise, transportation, or state sales taxes. State sales and use tax certificate of exemption form will be issued upon request.
4. Purchase Order number shall be shown by Contractor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
5. Invoice terms are Net 30 days.
6. The CONTRACTOR providing services to the County under this Purchase Order Agreement represents and warrants to the County that it is:
 - A. Conforming to the provisions of the Civil Rights Act of 1964, as amended, as well as the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act, and where applicable, to the Virginia Fair Employment Contracting Act of 1975, as amended, and the Virginia Human Rights Act, as amended.
 - B. Not employing illegal alien workers or otherwise violating the provisions of the Immigration Reform and Control Act of 1986 and Virginia Code § 2.2-4311.1;
 - C. Complying with federal, state and local laws and regulations applicable to the performance of the goods and services procured, the work performed pursuant to the Agreement shall conform to all professional principles generally accepted as standards of the industry in the Commonwealth, the CONTRACTOR'S work performed shall be free of defects, and any new materials and equipment furnished under this Agreement shall be of good quality and in working condition; and
 - D. In full compliance with the Virginia Conflict of Interest Act.
7. CONTRACTOR'S performing work for the County shall maintain at a minimum, the following insurance coverage, if the work is performed by any type of corporation, partnership, or licensed business. An Automobile liability policy may be under a personal policy for a sole proprietor.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED:

 - A. Worker's Compensation – Statutory requirements and benefits
 - B. Employers Liability - \$100,000
 - C. Commercial General Liability - \$1,000,000 Combined Single Limit Bodily Injury and Property Damage Each Occurrence. These coverages are to include Products/Completed Operations, Personal & Advertising Injury, and Independent Contractor's Liability
 - D. Automobile Liability \$1,000,000.
 - E. Professional Liability, if required, under Professional Services.The County, Board of Supervisors and employees, shall be named as additional insured on Auto and General liability Policies. The County reserves the right to require the Contractor to provide evidence of required insurance coverage.
8. During the performance of this Agreement, CONTRACTOR agrees that:
 - A. It will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor; that it will post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause; and that it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor that such Contractor is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement; and
 - B. It will include the provisions of the foregoing paragraph in every subcontract or purchase order of over \$10,000.00, so that the provisions will be binding upon each sub-CONTRACTOR or CONTRACTOR.

9. During the performance of this Agreement, the CONTRACTOR agrees to:
 - A. Provide a drug-free workplace for the CONTRACTOR'S employees; and comply with the Federal Drug Free Workplace Act.
 - B. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the CONTRACTOR'S workplace and specifying the actions that will be taken against employees for violations of such prohibition;
 - C. 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
 - D. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each SUBCONTRACTOR or CONTRACTOR.
 - E. For the purposes of this section, "drug-free workplace" means any site at which the performance of work is done in connection with this contract awarded to the CONTRACTOR, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
10. The parties agree that this Agreement is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia, and that proper venue, in the event of litigation concerning this matter, shall be in the Circuit Court of Spotsylvania County, Virginia. The parties agree that any litigation involving this Agreement shall be brought only in such court. In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, each party shall pay their own attorney's fees, costs and expenses.
11. Pursuant to Section 2.2-4354 of the Code of Virginia, (1950, as amended), the CONTRACTOR covenants and agrees to:
 - A. Within seven (7) days after receipt of any amounts paid to the CONTRACTOR under the Agreement, (i) pay any subcontractor for its proportionate share of the total payment received from the COUNTY attributable to the work under the Contract performed by such subcontractor, or (ii) notify the COUNTY and the subcontractor, in writing, of its intention to withhold all or part of the subcontractor's payment and the reason therefore;
 - B. Provide its federal employer identification number or social security number, as applicable, before any payment is made to the CONTRACTOR under the Agreement;
 - C. Pay interest at the legal rate or such other rate as may be agreed to in writing by the subcontractor and the CONTRACTOR on all amounts owed by the CONTRACTOR that remain unpaid after seven (7) days following receipt by the CONTRACTOR of payment from the COUNTY for work performed by the subcontractor under the Agreement; and
 - D. Include in its contracts with any and all subcontractors the requirements of 1, 2, and 3 above.
12. CONTRACTOR shall indemnify, defend and hold harmless the COUNTY and its representatives from any and all claims, suits and actions for injury or damage sustained by any person or property from any act or omission by CONTRACTOR and/or its CONTRACTORS or employees, or anyone else for whom CONTRACTOR is or may be responsible. This section shall survive the termination of this Agreement.
13. Spotsylvania County reserves its rights of ownership to all material given to the Contractor by Spotsylvania County and to all background information, documents, and computer software and documentation developed by the Contractor in performing any Contract resulting from this procurement.
14. Spotsylvania County shall have the right to terminate at Spotsylvania County's convenience, with or without cause, any contract resulting from this Purchase Order by specifying the date of termination in a written notice. In this event, the Contractor shall be entitled to just and equitable compensation for any authorized satisfactory work done or any items/materials accepted by Spotsylvania County.
15. CONTRACTOR acknowledges that the Spotsylvania County Procurement Policy is applicable to this Agreement. The Spotsylvania County Procurement Policy governing this Agreement may be accessed at:
<http://www.spotsylvania.va.us/content/20925/20963/21966/20995/23291/default.aspx>



Division of THC Enterprises, Inc.

Easton, MD * Baltimore, MD * Chesapeake, VA Chester, PA *
Clinton, MD * Cheswick, PA * Salem, VA

Phone 800-338-7274 Fax 410-820-9916

Visit us on the web! www.mawaste.com



PROPOSAL

Remittance Address for Deposits:

10641 Cordova Road
Easton, MD 21601

SOLD TO

Michael Gorham
Spotsylvania County
5917 Harrison Road
Fredericksburg, VA 22407

SHIP TO

5917 Harrison Road
Fredericksburg, VA

Quote #: RSSQ30225

Account: 10055

Terms:

Date: 06/26/18

540-207-0108

mgorham@spotsylvania.va.us

Sales Rep Dennis Velez

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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NJPA CONTRACT ENVIRONMENTAL SOLUTIONS GROUP - #041217-MEC

2.00	Marathon RJ-575 HD/PC (30 HP) 5 Yard PreCrusher; Tongue & Groove Floor (panel box only UL Listed); Computer Control for Full Automatic Operation; Remote Power Pack (3/60 - 208 Volt); Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; Paint of Standard Color	\$80,600.00	\$161,200.00
	Dark Green		
2.00	Tongue & Groove Floor & Sides		
2.00	Power Pack Mounted On Rear		
2.00	208 Volt, 3 Phase (Tri-Volt Option - 208, 230, 460) for 15 HP Units		
2.00	Pressure Gauge (fluid filled) - mounted on Remote Power Pack		
2.00	Add for Pressure Gauges to be connected to 15' Hydraulic Hose in lieu of on Remote Power Pack		
2.00	Controls on 15' Sealtite (in lieu of 13 ft.)		
2.00	Customer To Install Compactor/Baler		
2.00	"Hold to Run" Type Start Button With Reverse		
2.00	Multi-Cycle Timer		
2.00	Oil Heater Thermostatically Controlled (All Voltages up to 30 HP Power Units)		
2.00	Jog Control - Right Side Packer		
2.00	1 Year Warranty		

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Painted Dark Green

208 Volt

Customer to provide concrete pad. Concrete pad to be a minimum 3000 PSI, steel reinforced, 6" thick.

QTY	DESCRIPTION	UNIT PRICE	EXT PRICE
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If site is not ready on install/delivery date, a road call time charge will apply and Mid-Atlantic Waste Systems will invoice for the equipment separately from the installation. The installation will be billed upon completion.

Customer to provide 3-phase fused electric disconnect within 6 feet of pad prior to installation.

All prices based on regular-time worked. If overtime is required, overtime rates will apply.

All installation practices will be in accordance with A.N.S.I. safety standards.

Price based on site unseen, final options and install price may vary upon completion of a final site survey.

All built per manufacturer's standard specifications.

Due to the volatility of the fuel and steel markets, prices are subject to change without notice.

Price does not include any local, state, or federal excise tax.

Terms: Net 30 Days

Subtotal	\$161,200.00
Federal Excise Tax	\$0.00
Sales Tax	
TOTAL *	\$161,200.00

**Total does not include optional items*

F.E.T will be charged on all applicable items unless current F.E.T Exemption form is on file.

S. Josh Knight FY2019

SW1902

310-9140-802.80-01

Donna Beasley

From: Dennis Velez <dvelez@mawaste.com>
Sent: Wednesday, July 11, 2018 12:35 PM
To: Donna Beasley
Subject: Re: Quote for precrushers
Attachments: image001.jpg

Yes I am accepting your terms. And yes we are giving you an additional dealer discount.

Thank you,

Dennis Velez
240-375-3387

On Wed, Jul 11, 2018, 12:32 PM Donna Beasley <DBeasley@spotsylvania.va.us> wrote:

Dennis,

I am working on the PO for the 2 pre-crusher units. As always, I just need an email back from you that you accept the County Terms & Conditions instead of the terms and conditions attached with the Mid Atlantic Quote. Please let me know this is still acceptable.

Also, looking at the price on the contract documents of \$87,689 and the quote being \$80,600, you are still giving us a dealer discount, correct?

Since this purchase is over \$100,000 it will need the County Attorney to review the PO and then the Board of Supervisors will need final approval. As of now I am asking to have this back for the August 14th BOS meeting. There is only one BOS meeting in July and August so hopefully we can meet the deadline (since it can take up to 30 days for county attorney to review).

As always thanks for your help.

Donna