



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

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

P.O. NUMBER 19146

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

To: Silver Ships, Inc.
P. O. Box 1260
Theodore, AL 36590

Ship To: Spotsylvania County Company 2 Fire
11700 Volunteer Lane
Spotsylvania, VA 22551

Attn: David Hunt

Attn: Mike Grubb

		SHIP VIA	F.O.B. POINT	TERMS	
June 11, 2019			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
1	EA	2019 Silver Ships Explorer 24 Fire Boat as per Spotsylvania County IFB #19-24-DB, Fire Boat and Silver Ships, Inc., Attachment B, Bid Form signed and dated March 13, 2019. Contract documents consist of and are incorporated herein: 1. County of Spotsylvania Purchase Order #19146 dated June 11, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated February 25, 2019; 2. Silver Ships, Inc., Attachment B Bid Form IFB #19-24-DB dated March 13, 2019; 3. County of Spotsylvania, Virginia Invitation for Bid, Fire Boat IFB #19-24-DB dated February 25, 2019; Addendum #1 to IFB #19-24-DB Fire Boat dated March 6, 2019.		\$263,245.00	\$263,245.00
				TOTAL	\$263,245.00

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:
Spotsylvania County FREM
P O Box 818
Spotsylvania, VA 22553
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: FREM
Requisitioned By: Mike Grubb

Edward Petrovitch
Interim County Administrator

Asst. 
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. Not requiring, and shall not require, any employee or subcontractor to sign an internal confidentiality agreement or statement prohibiting or otherwise restricting, or purporting to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a department or agency authorized to receive such information, or otherwise violate any federal and state laws and regulations protecting employees for reprisal against whistleblowing;
 - D. 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
 - E. Complying fully with the Virginia Conflict of Interest Act.
 - F. Authorized to transact business in the Commonwealth of Virginia, pursuant to Section 2.2-4311.2 of the Code of Virginia.
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>

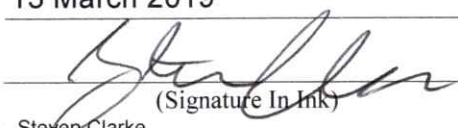


**Attachment B
Bid Form
IFB #19-24-DB
Fire Boat**

In compliance with this Information For Bid, Addenda's and to all the Terms and Conditions imposed therein and hereby incorporated by reference, the authorized undersigned offers and agrees to furnish the goods/services at the price(s) indicated on the Bid Form, in accordance with this Signed Bid Form.

The signer of this bid form must be an authorized officer of the company.

Name and Address of Firm:

<u>Silver Ships Inc</u>		Date: <u>13 March 2019</u>
<u>PO Box 1260</u>		By: <u></u> (Signature In Ink)
<u>Theodore, AL</u>		Name: <u>Steven Clarke</u> (Please Print)
<u>Zip Code: 36590</u>	Title: <u>Chief Financial Officer</u>	
EIN: <u>63-0942194</u>	E-mail: <u>sclarke@silverships.com</u>	
Phone: <u>(251) 973-0000</u>	Fax: <u>(251) 973-2711</u>	
If Corporation or LLC, list State of Incorporation or Corporation: <u>Alabama</u>		
Contractors License Number: <u>Alabama Entity ID Number: 113-766</u>		
Commonwealth of Virginia State Corporation Commission Number: _____		

(ATTACH A COPY OF YOUR STATE CORPORATION COMMISSION CERTIFICATE AND A LIST OF OFFICERS)

The named party hereby submits a bid in response to this Spotsylvania County IFB to furnish services and materials as described in the Specification and bid form to this IFB. The entire Bid form, including Response Statement, license certifications, and any supplemental materials required to be provided by the bidder pursuant to the terms and conditions of the IFB, constitute the entire bid submission.

The party hereby certifies that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion or communication or conference, with any person to fix the bid price or affiant or any bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against Spotsylvania County or any person interested in the proposed contract.

The party submitting the forgoing bid acknowledges the provisions, terms and conditions of this IFB including all attachments and addenda, and agrees to be bound by those provisions, terms and conditions. Further, the party certifies that all information submitted in response to this IFB is correct and true.

Receipt of the following Addenda are acknowledged:

Addendum No. _____, dated _____

Addendum No. _____, dated _____

(RETURN THIS FORM)



**Attachment B
Bid Form
IFB #19-24-DB
Fire Boat**

Furnish and deliver one 2019 or newer model year fire boat as described in the Spotsylvania County Specifications contained in this IFB.

FIRE BOAT

Model Year/Make/Manufacturer


Total Bid Price

2019 Silver Ships Explorer 24 Fire Boat

\$ 263,245.00

Delivery time from date of award of Fire Boat 150 Days after final design approval.
(150 days or less-See Specifications Page 6-"S-Delivery" Specification states 150 days construction time.

Sign here to confirm accuracy of Bid Form and conformity with provisions of the IFB.

Signature:  Name of Firm: Silver Ships Inc.

(Return this Form)



**Attachment B
Bid Form
IFB #19-24-DB
Fire Boat**

Response Statement

This Response Form is to be completed by the Bidder to more specifically describe and define the fire boat identified in the IFB specifications. Any deviations from the IFB specifications shall be stated on this form or attached to this form.

1. Item Description

Fire Boat

2. Deviations from IFB Specifications

No deviations. Note: Detailed responses to the specifications are provided in the enclosed technical proposal. Recommendations are included in addition to our responses.

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB.

Signature:

A handwritten signature in black ink, appearing to be "Silver Ships Inc.", written over a horizontal line.

Name of Firm: Silver Ships Inc.

(Return this Form)

**Attachment B
Bid Form
IFB #19-24-DB
Fire Boat**

A list of 3 References for which the Contractor has provided similar work over the last 5 years similar in Scope to that which is described herein shall be provided with the Bid Package. **Spotsylvania County cannot be listed as a reference.**

Please list references below:

Company Name: Webster Fire Department
 Address: 18300 TX-3
Webster, TX 77598
 Phone Number: 281-316-3740
 Email Contact: dspencer@websterfd.com
 Project Name: Explorer 24 Dive Support Boat
 Location Address: Same as above

Additional Information: 24ft landing craft vessel for dive operations

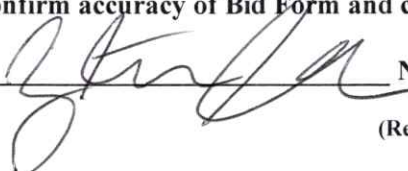
Company Name: Jefferson Township Fire Department
 Address: PO Box 965
Lake Hopatcong, NJ 07849
 Phone Number: 201-874-9647
 Email Contact: mdeloreto@jtfed2.com
 Project Name: Explorer 28 Fire Boat
 Location Address: NJ-15, Lake Hopatcong, NJ 07849

Additional Information: Pending final delivery after FDIC Show. Sea Trials complete.

Company Name: MS Department of Marine Resources
 Address: 1141 Bayview Avenue
Biloxi, MS 39530
 Phone Number: 228-523-4147
 Email Contact: rick.kinnard@dmr.ms.gov
 Project Name: Explorer 36 Research Vessel
 Location Address: 1310 Harbor Rd

Ocean Springs, MS 39564
 Additional Information: 36ft high capacity, shallow draft landing craft

Sign here to confirm accuracy of Bid Form and conformity with provisions of IFB.

Signature:  Name of Firm: Silver Ships Inc.

(Return this Form)