



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 19141

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

To: **Atlantic Emergency Solutions**
12351 Randolph Ridge Lane
Manassas, VA 20109

Ship To: **Spotsylvania County Joint Fleet Maintenance**
6921 North Roxbury Mill Road
Spotsylvania, VA 22551

Attn: Michael Yancey

Attn: Steve Cooper/Craig Greenlaw

		SHIP VIA	F.O.B. POINT	TERMS	
June 11, 2019			Destination	Net 30 Days	
QTY	UNIT	DESCRIPTION		UNIT PRICE	TOTAL
2	EA	2020 Pierce Enforcer Tanker Pumpers as per Atlantic Emergency Solutions Letter and Proposal for County of Spotsylvania, Virginia dated April 22, 2019. Contract documents consist of and are incorporated herein: 1. County of Spotsylvania Purchase Order #19141 dated June 11, 2019 and Spotsylvania County Purchase Order General Terms & Conditions dated February 25, 2019; 2. Atlantic Emergency Solutions Letter and Proposal for County of Spotsylvania to Chief Cullinan dated April 22, 2019; 3. Public Procurement Authority Master Price Agreement with Pierce Manufacturing, Inc. dated August 13, 2015; Eighth Amendment to Fire Apparatus Master Price Agreement dated February 1, 2019; 4. Pierce Manufacturing, Inc. Proposal for Public Procurement Authority Fire Apparatus Request for Proposal Solicitation No. 1420 dated February 6, 2015; 5. Public Procurement Authority Solicitation for Fire Apparatus, RFP #1420 dated October 22, 2014.		\$831,445.00	\$1,662,890.00
TOTAL					\$1,662,890.00

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: Steve Cooper

Edward Petrovitch
Interim County Administrator

Shelia Anne Weimer 5-10-19
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 received 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>



April 22, 2019

County of Spotsylvania, Virginia
P.O. Box 215
8800 Courthouse Road
Spotsylvania, Virginia 22553

Chief Cullinan,

Atlantic Emergency Solutions is proud to offer the enclosed proposal for **two (2) 2020 Pierce Enforcer Tanker Pumps**. The accompanying documents provide comprehensive information on the apparatus and its components, along with specifications and details on parts and equipment that make up the apparatus.

The pages following this letter contain information on pricing, financing options, and pre-pay discounts. Pricing was formulated using contract 1420 through Fire Rescue GPO, for fire service apparatus. This contract includes language allowing its use by "Other Public Bodies" and has been utilized by a number of other governments for procurement of fire and emergency equipment.

I appreciate the opportunity to have worked with you and your committee on the design of this piece of apparatus. On behalf of everyone at Atlantic, thanks for the consideration and we look forward to working with all of you in the future.

Sincerely,

Michael Yancey

Michael Yancey
Regional Account Manager
Atlantic Emergency Solutions
540.661.2778
myancey@atlanticemergency.com



April 22, 2019

County of Spotsylvania, Virginia
P.O. Box 215
8800 Courthouse Road
Spotsylvania, Virginia 22553

Re: Pricing, Discounts, and Finance Options for Bid 581, (2) 2020 Pierce Enforcer Tanker Pumper

Pricing and Discounts

Total Price: \$1,662,890.00 (Quantity 2 at \$831,445.00 each)

Prepay Discounts (Terms: COD ~ Delivery: 300 Days)

Discount amounts based on custom prepayments are available upon request

Financing Options

As always, our customers are free to choose how they finance their apparatus purchases. If you need assistance or are seeking financing, Atlantic Emergency Solutions can help.