

**CONTRACT # 2017-04-04**

**Southeastern Specialty Vehicles**

1250 Industrial Parkway

West Jefferson, NC 28694

(Seller)

hereby agrees to sell, and the

**COUNTY OF CAROLINE**

Bowling Green, VA 22427

(Buyer)

hereby agrees to buy the products/services hereinafter specified, upon the following terms and conditions:

1. Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth in RFP #2017-04-04, Requirements Contract for Ambulance, Type 1. Buyer's requirements of the products hereinafter specified are for the term of July 1, 2017 through June 30, 2022. The continuation of the terms, conditions, and provisions of this contract beyond June 30th of any year, the end of our fiscal year, are subject to its approval and ratification by the Caroline County Board of Supervisors and appropriation by them of the necessary money to fund said contract for each succeeding year.
2. It is understood and agreed between the parties to this contract that the County of Caroline shall not be obligated to purchase or pay for materials by such contract unless and until they are ordered and delivered, and that quantities may be increased or decreased as required.

The products or services which Seller agrees to sell and Buyer agrees to buy, and the prices to be paid, are as stated on the attachment.

3. During the performance of this contract, the Seller agrees as follows:
  - A. The Contractor 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. 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. The Seller, in all solicitations or advertisements for employees placed by or on behalf of the Seller, will state that the Seller is an equal opportunity employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Seller shall include the provision of Section 3, the foregoing paragraphs A, B, and C in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

4. During the performance of this contract, the contractor agrees to:

- A. Provide a drug-free workplace for the contractor's employees.
- 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.
- D. Include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, 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.

- 5. It is further understood and agreed between the parties hereto that all of the conditions and provisions in this contract shall extend to and bind the legal representatives, successors and assigns of the respective parties. Neither party to the contract shall assign or transfer their interest in the contract without the prior written consent of the other, which shall not be unreasonably withheld. Any attempted assignment or transfer of interest without the prior written consent of the other party shall be void, and of no force or effect.
- 6. The contractor's records, which shall include but not be limited to accounting records, written policies and procedures, subcontract files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Contract (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Owner's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, change

orders or claims submitted by the Contractor or any of its payees pursuant to the execution of the Contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Contract.

For the purpose of such audits, inspections, examinations and evaluations, the Owner's agent or authorized representative shall have access to said records from the effective date of the Contract, for the duration of the Work, and until three (3) years after the date of final payment by the Owner to the Contractor pursuant to the Contract.

The Owner's agent or its authorized representative shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits as required. The Owner's agent or its authorized representative shall give any auditee reasonable advance notice of intended audits.

The Contractor shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions set forth by insertion of the requirements hereof in a written contract agreement between the Contractor and payee. Failure to obtain such written contracts, which include such provisions shall be reason to exclude some or all of the related payees' costs from amounts payable to the Contractor pursuant to the Contract.

7. Seller shall deliver commodities and/or services F.O.B. to Buyer's facility at: Bowling Green, VA. If deliveries are made to Buyer's facility and said facility is moved or relocated by the Buyer during the initial or any succeeding term of this contract, the Seller hereby agrees that he shall deliver the commodities and/or services to the new facility at the same price as set forth in Paragraph 2 of this contract.
8. Seller/Contractor will be responsible for complying with all federal, state and local environmental regulations relating to transportation, handling, storage, spillage and any other aspect of providing the services specified herein, as applicable.
9. Terms of payment: Payment within ten days of delivery and acceptance by the Buyer.
10. Maximum delivery or response time of product or service: 180 calendar days. The Buyer may refuse the product and void the purchase agreement at no cost to the Buyer if the delivery and acceptance exceeds this maximum period.
11. Buyer's RFP2017-04-04 and Seller's response thereto are hereby incorporated into this contract in their entirety. In the event of any conflict in the language of the documents that cannot be interpreted in a way to resolve the conflict, this contract shall control, followed by the RFP.
12. Seller agrees to indemnify and hold harmless the Buyer and its agents, officers or employees from any and all claims, damages, losses and expenses which may arise as a result of the negligent or wrongful acts of commission or omission by the Seller or its agents, officers or employees.

13. This contract shall be governed by the terms herein. Any dispute concerning this contract shall be resolved in the Circuit Court of the County of Caroline, Virginia. This contract is deemed to have been made in Virginia and shall be construed under the laws of the State of Virginia.

14. The Buyer reserves the right to terminate this contract upon written notice to the Seller.

BUYER'S ACCEPTANCE

County of Caroline, VA

By: 

Title County Administrator

Date: 6-27-17

SELLER'S ACCEPTANCE

Southeastern Specialty Vehicles, Inc.

By: 

Title: CEO

Date: 6-22-17

Caroline County Purchasing Department

Contract Pricing / Information Sheet

Southeastern Specialty Vehicles, Inc.  
1250 Industrial Parkway  
West Jefferson, NC 28694

Telephone: 800-334-6656  
Fax: 336-246-6201

Contact: Donald Pleasants

Terms: Payment within 10 days  
of delivery and  
acceptance

F.O.B: Delivered

Delivery: Maximum of 180 days

Vendor No: 9182

Contract Subject: Ambulance, Type 1

Contract Period: July 1, 2017 – June 30, 2022

Proposal

Item No.	Description	Unit Price
1	Current Model Production Type 1 Ambulance, as per bid specifications and requirements.	\$190,400.00
<b>Additional Options / Deletions</b>		
1	Ferno Non Power Stretcher for Stat-Trac	\$6,325.00