

CONTRACT

DINWIDDIE COUNTY
FIRE APPARATUS AND AMBULANCE MAINTENANCE AND REPAIRS

The Agreement is made this 21st day of February 2017, by and between **Goodman Specialized Vehicles, LLC**, of 9110 Pridesville Road, Amelia, VA 23002 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County")

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited proposals to provide maintenance and repairs on fire apparatus and ambulances, and

WHEREAS, Contractor submitted a proposal for same, consistent with the Request for Proposals, and

WHEREAS, County has selected Contractor to provide services,

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract

- 1 **Incorporation by Reference** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order (1) this Contract, (2) Request for Proposals RFP # 16-123016 including any addenda, and (3) Contractor's proposal dated January 17, 2017 This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein

- 2 **Term of Contract** The term of this contract shall be for one (1) year with the option for renewals under the terms, conditions and unit pricing of the original contract for up to four (4) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors Price increases, if any, shall be in accordance with the original contract or negotiated at time of renewal

- 3 **Costs.** Contractor agrees to perform all work pursuant to this Contract for the unit prices listed below (the "Contract Price")

Chassis Preventive Maintenance	\$699 00 per apparatus
Pump Service/Maintenance	\$285 00 per apparatus
Skid Unit Maintenance	\$180 00 per apparatus
Pump Testing	\$320 00 per apparatus
Preventive Maintenance on Ambulance	\$579 99 per apparatus
Labor Rates for Repairs	\$85 00 per hour
Parts and Supplies	10% off OEM list price
Pick-up and delivery fee	No Charge

(Round trip from apparatus location to the Contractor's facility)

Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same

- 4 **Notices** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U S Mail with postage prepaid at the addresses set forth below or upon actual receipt

Notice to County shall be made to

W Kevin Massengill
County Administrator
P O Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

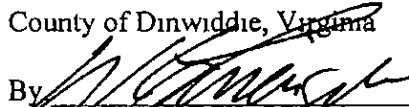
Notice to Contractor shall be made to

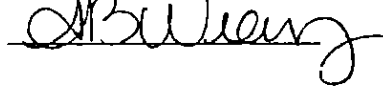
Clement W Goodman
Goodman Specialized Vehicles, LLC
P O Box 840
Amelia, VA 23002
(804) 561-2008
lwills@goodmansv.com

- 5 **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Request for Proposals
- 6 **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original
- 7 **Severability** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law
- 8 **Miscellaneous** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such court. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above

County of Dinwiddie, Virginia

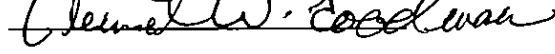
By 
W. Kevin Massengill
County Administrator

Attest 

Approved as to form

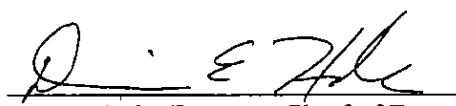

Tyler Southall, County Attorney

Goodman Specialized Vehicles, LLC

By 
Title MEMBER

Attest 

Department Approval


Dennis Hale, Division Chief of Fire and EMS

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Name (as shown on your income tax return)
GOODMAN SPECIALIZED VEHICLES LLC

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
 Individual/sole proprietor C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ **P** Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.)
9110 PRIDESVILLE ROAD

City, state, and ZIP code
AMELIA VA 23002

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
Employer identification number
27-2761107

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here: Signature of U.S. person ▶ **Clement W. Goodman** Date ▶ **2/20/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person: For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships: Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.