

ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VIRGINIA 22201

CONTRACT AWARD COVERPAGE

TO: ATLANTIC EMERGENCY SOLUTIONS, INC.

12351 Randolph Ridge Lane Manassas, VA 20109 DATE ISSUED: February 27, 2023

CONTRACT NO: 23-DES-R-513

CONTRACT TITLE: Fire Apparatus Preventative

Maintenance & Repair

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract documents consist of the terms and conditions of AGREEMENT No. 23-FIR-R-488 including any attachments or amendments thereto.

EFFECTIVE DATE: February 27, 2023 **EXPIRES**: January 1, 2024

RENEWALS: TWO (2) ADDITIONAL ONE-YEAR RENEWAL FROM JANUARY 2, 2024, TO JANUARY 1, 2026.

COMMODITY CODE(S): 92665, 92678

LIVING WAGE: N

ATTACHMENTS:

AGREEMENT No. 23-DES-R-513

ATTACHMENT A – County of Prince William contract 5053515

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

<u>VENDOR CONTACT:</u> Scotty Williams, Service Center Manager <u>VENDOR TEL. NO.:</u> (703) 393-4977

EMAIL ADDRESS: swilliams@atlanticemergency.com

<u>COUNTY CONTACT:</u> Carmen Rivera Lehman (DES) <u>COUNTY TEL. NO.:</u> (703) 228-6465

COUNTY CONTACT EMAIL: clehman@arlingtonva.us

PURCHASING DIVISION AUTHORIZATION

NAME: JAVIER ITURRALDE TITLE: PROCUREMENT OFFICER DATE: FEBRUARY 27, 2023



ARLINGTON COUNTY, VIRGINIA OFFICE OF THE PURCHASING AGENT 2100 CLARENDON BOULEVARD, SUITE 500 ARLINGTON, VA 22201

RIDER AGREEMENT NO. 23-DES-R-513

THIS AGREEMENT (hereinafter "Agreement") is made, on the date of its execution by the County, between Atlantic Emergency Solutions, Inc. ("Contractor"), a Commonwealth of Virginia corporation with a place of business at 12351 Randolph Ridge Lane, Manassas, VA 20109 authorized to transact business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration specified herein or specified in a County Purchase Order referencing this Agreement, agree as follows:

1. CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Exhibit A Prince William County Contract 5053515, together with any exhibits and amendments issued or applicable thereto (collectively, "Contract Documents" or "Contract"). This Agreement rides a contract awarded to the Contractor by Prince William County and extended by the Contractor to the County on the same terms and conditions as the Contractor's agreement with The County of Prince William. Where the terms of this Agreement vary from the terms and conditions of the other Contract Documents, the terms and conditions of this Agreement shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties' agreement which is not contained in the Contract Documents.

2. CONTRACT TERM

The Contractor's provision of goods and services for the County ("Work") shall commence upon the execution of the Agreement by the County" and shall be completed no later than January 1, 2024 ("Contract Term"), subject to any modifications as provided for in the Contract Documents regarding the Contract Term. No aspect of the Work shall be deemed complete until it is accepted by the County's Project Officer.

Upon satisfactory performance by the Contractor, if the Prince William County renews their agreement identified in Exhibit A, the County may elect to renew this Agreement under the same contract terms for two (2) one-year renewal periods from January 2, 2024, to January 1, 2026 ("Subsequent Contract Term"). However, if the Prince William County does NOT renew their agreement identified in Exhibit A, this Agreement shall automatically expire on the contract expiration date.

3. PAYMENT

Payment will be made by the County to the Contractor within forty-five (45) days after receipt by the County Project Officer of an invoice detailing the Work provided by the Contractor and accepted by the County. All payments will be made from the County to the Contractor via ACH. Each invoice must certify that the invoice submitted is a true and accurate accounting of the work performed and goods and/or services provided and must be signed and attested to by the Contractor or authorized designee. The Project Officer will either approve the invoice or require corrections. The number of the County Purchase Order pursuant to which authority goods or services have been performed or delivered shall appear on all invoices.

4. SCOPE OF WORK

The Contractor agrees to perform the goods and/or services described in the Contract Documents (hereinafter "the Work"). The primary purpose of the Work is to furnish Fire Apparatus Preventative Maintenance & Repair.

The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific Work set forth in the Contract Documents sufficient to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of the Work.

5. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer ("Project Officer") who shall be appointed by the Director of the Arlington County department or agency which seeks to obtain the Work pursuant to this Contract. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work pursuant to the Contract Documents.

6. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if a County Purchase Order is issued in advance of the transaction. A Purchase Order must indicate that the ordering agency has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the ordering agency. The County will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by the County Purchasing Agent. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense.

7. NON-APPROPRIATION

All funds for payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia. In the event of non-appropriation of funds by the County Board of Arlington County, Virginia for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Contract beyond the date of termination specified in the County's written notice.

8. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

9. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia, and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing its Work pursuant to this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

10. NOTICES

Unless otherwise provided herein, all notices and other communications required by this Contract shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered by an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Atlantic Emergency Solutions, Inc. Scotty Williams, Service Center Manger 12351 Randolph Ridge Lane Manassas, VA 20109

Phone: (703) 393-4977

Email: swilliams@atlanticemergency.com

TO THE COUNTY:

Carmen Rivera Lehman, Project Officer 2701 S. Taylor Street Arlington, VA 22206

Phone: (703) 228-6465

Email: clehman@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB Purchasing Agent Arlington County, Virginia 2100 Clarendon Boulevard, Suite 500 Arlington, Virginia 22201

Phone: (703) 228-3294

Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager Arlington County, Virginia 2100 Clarendon Boulevard, Suite 318 Arlington, Virginia 22201

11. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

12. COUNTERPARTS

WITNESS these signatures:

This Agreement may be executed in one or more counterparts and all of such counterparts shall together constitute one and the same instrument. Original signatures transmitted and received via facsimile or other electronic transmission, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall be effective as delivery of a manually executed original counterpart.

THE COUNTY BOARD OF ARLINGTON ATLANTIC EMERGENCY SOLUTIONS, INC. COUNTY, VIRGINIA -DocuSigned by: DocuSigned by: Javier Hurralde AUTHORIZED AUTHORIZED SIGNATURE: __ ---F3B19877EB39437... SIGNATURE: __ Javier Iturralde Scotty Williams NAME: _____ NAME: Procurement Officer Service Center Manager TITLE: ____ TITLE: ___ 2/27/2023 2/27/2023 DATE: DATE:



Finance Department

Procurement Services

DATE: December 30, 2019

ACCEPTANCE AGREEMENT

Prince William County, Virginia, (County) hereby accepts the Solicitation response submitted by the Contractor in response to the County's Solicitation. This Acceptance Agreement constitutes a Contract between the Contractor and the Board of County Supervisors of Prince William County, Virginia, or the Approving Authority identified below.

CONTRACTOR:

Atlantic Emergency Solutions, Inc. 12351 Randolph Ridge Lane

Manassas, VA 20109

Telephone: 703-393-4977 Facsimile: 703-257-2572 Email: swilliams@atlanticemergency.com

Representative and Title: Scotty Williams, Service Center Manager

CONTRACT TITLE: Fire Apparatus Preventative Maintenance & Repairs

CONTRACT NUMBER: 5053120

CONTRACT PERIOD: Jan 2nd, 2020 thru Jan 1st, 2021

RENEWAL OPTIONS: 4

CONTRACT TYPE: Fixed Price

COUNTY CONTRACT ADMINISTRATOR: Jason Reese, Battalion Chief, Planning and Logistics

THIS CONTRACT CONSISTS OF THE FOLLOWING DOCUMENTS AND ARE IN THE ORDER OF PRECEDENCE IN THE EVENT OF AN INCONSISTENCY:

- 1. Prince William County Purchasing Regulations
- This Acceptance Agreement.
 The County's Solicitation No. 7115107 Fire Apparatus Preventative Maintenance & Repairs issued November 12, 2019
- 4. The Contractor's Technical Proposal dated November 26, 2019
- 5. The Contractor's Pricing Schedule dated November 26, 2019

CONTRACT ITEMS:

The table below provides the schedule of proposed hourly rates and fees based on the burdened labor and material expected during the one-year term of contract:

Item	Description	Unit	Unit Price	Total Price Annually
1	Quarterly - Heavy Apparatus inspection and preventive maintenance that may be required for all apparatus components and systems	Each	\$462.00	\$10,626.00
2	Quarterly – Light Apparatus – inspection and preventive maintenance that may be required for all apparatus components and systems	Each	\$346.50	\$5,890.50
3	Semi-Annual – Heavy Apparatus inspection and preventative maintenance that may be required for all apparatus components and systems	Each	\$2,170.80	\$99,856.50



Finance Department

Procurement Services

4	Semi-Annual – Light Apparatus inspection and preventative maintenance that may be required for all apparatus components and systems	Each	\$2,089.95	\$71,058.30
5	Annual – Heavy Apparatus inspection and preventative maintenance that may be required for all apparatus components and systems	Each	\$4,179.30	\$96,123.96
6	Annual – Light Apparatus inspection and preventative maintenance that may be required for all apparatus components and systems	Each	\$2,549.75	\$43,345.75
7	Annual Virginia State Inspection	Each	\$51,50/20.00	\$1,153.00
8	Annual Performance and Certification Testing Performance Testing of Low Voltage Electrical Systems (NFPA 1911)	Each	\$138.60	\$5,544.00
9	Annual Performance and Certification Testing Performance Testing of Line Voltage Electrical Systems (NFPA 1911)	Each	\$827.50	\$19,032.5
Item	Description		Unit	Unit Price
1	Standard Hourly Labor Rate at PWC Site		Hour	\$129.00
2	Standard Hourly Labor Rate at Contractor Site		Hour	\$111.00
3	Emergency Hourly Rate		Hour	\$142.00
4	Aerial Service		Annual	\$3,512.00
5	Aerial Service		5 Year	7,265.00

The County shall issue a Purchase Order to the Contractor to provide the goods and/or services identified in the Contract. The Purchase Order indicates sufficient funds are budgeted and appropriated and shall act as the Contractor's Notice to Proceed. Contractor shall not deliver goods and services prior to receiving an approved Purchase Order.

APPROVAL	SIGNATURE	PRINT NAME AND TITLE	DATE
Contractor Think	Bossen C.a.O.	Scotty Williams, Service Center Manager	12/30/19
Prince William County Dept. of Fire and Rescue	J. Reese	Jason Reese, Battalion Chief, Planning and Logistics	30-Dec-2019
Purchasing Manager	full-	Adam Manne, Purchasing Manager	12-30-2019

	UNIT PRICE	SCHEDULE		
Line Item	Manufacturer	Discount off Parts (MSRP)		
1	CHEVROLET	0.00		
2	CUMMINS	0.00		
3	CUMMINS MARINE	0.00		
4	DETROIT DIESEL	0.00		
5	DODGE	0,00		
б	É- ONE	0.00		
7	FEDERAL SIREN	0.00		
8	FORD	0.00		
9	FREIGHTLINER	0.00		
10	HALE PUMPS			
11	HARRISON GENERATORS	0.00		
12	HORTON	0.00		
13	INTERNATIONAL	0.00		
	KENWORTH			
	MACK	0.00		
	PIERCE	0.00		
	PIONEER LIGHTS	10% from AES List Price		
	ROTO RAY	0.00		
	SEAGRAVE	0.00		
	WHELEN LIGHTS	0.00		
20	WHEDEN (1) OH 13	0.00		
ne Item	Services	Unit Price	Extended Price	
21	Ounterly Heavy Apparatus - inspection and preventive maintenance that may be required for all apparatus components and systems	\$462,00 /Each	\$ 10,626.00 /Quarter	
2.2.	Quarterly - Light Apparatus - inspection and preventive maintenance that may be required for all apparatus components and systems	\$ 346 50 /Each	\$ 5,890.50 /Quarter	
23	Semi-Annual - Heavy Apparatus inspection and preventative maintenance that may be required for all apparatus components and systems	5_2_170 80 /Each	\$ 99,856.50 /Annually	
24 1	Semi-Annual - Light Apparatus inspection and preventative maintenance that may be required for all apparatus components and systems	\$ 2,089 95 /Bach	\$ 71.058.30/Annually	
25	Annual - Ficavy Apparatus - inspection and preventative maintenance hat may be required for all apparatus components and systems	\$4_179_30 /Each	\$ 96,123.96 (Annually	
26	Annual - Light Apparatus inspection and preventative maintenance hat may be required for all apparatus components and systems	\$ 2,549 75 /Each	\$ 43,345.75 /Annually	
27 A	Annual Virginia State Inspection	\$ \$1 50/20 00 /Rach	\$ 1.513.00 /Annually	
28	Annual Performance and Certification Testing Performance Testing f Low Voltage Electrical Systems (NFPA 1911)	\$_138.60 /F.ach	\$5,544,00 /Annually	
29	Annual Performance and Certification Testing — Performance Testing f Line Voltage Electrical Systems (NFPA 1911)	\$ 827.50 /Each	\$ 19.032.50 /Annually	
	Tetal	5 12.835.40	\$ 352,990,45	

30	Standard Hourly Labor Rate at PWC Site	\$129.00/hour	\$/hour
31	Standard Hourly Labor Rate at Contractor Site	\$111.00/hour	\$/hour
32	Emergency Hourly Rate	\$_142.00 /hour	\$/hour

33 Annual Aerial Service

34 5 Year Aerial Service

\$3,512.00

\$7,265.00



CONTRACT MODIFICATION

COUNTY CONTRACT NAME: Fire Apparatus Preventative Maintenance & Repairs	MODIFICATION DATE: January 17, 2020
COUNTY CONTRACT NUMBER: 5053120	MODIFICATION NUMBER: 1

The Contract is modified as follows:

1. 5053515 Hereby Replaces the existing 5053120 as the official contract number for Prince William County.

Except as noted herein, all other provisions and pricing remain unchanged.

PRINCE WILLIAM COUNTY REQUESTING AGENCY:	CONTRACTOR'S BUSINESS NAME AND ADDRESS: (print) Atlantic Emergency Solutions, Inc. 12351 Randolph Ridge Lane Manassas, VA 20109
AGENCY'S AUTHORIZED SIGNATURE AND DATE:	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE:
PURCHASING MANAGER'S SIGNATURE AND DATE: 17 Jan. 2020 Adam Manne, Purchasing Manager	CONTRACTOR'S NAME AND TITLE: (print)



CONTRACT MODIFICATION

MODIFICATION DATE: April 23, 2020	
MODIFICATION NUMBER: 2	

The Contract is modified as follows, in accordance with Sections 5:

1. The Contractor may invoice shop costs at the rate of 5% of labor charges, effective upon execution of this modification. Shop costs are not permitted on quarterly, semi-annual, or annual services.

Shop costs include: Nuts, bolts, lubrications, cleaners, hazmat fluids and miscellaneous shop supplies.

Except as noted herein, all other provisions and pricing remain unchanged.

PRINCE WILLIAM COUNTY REQUESTING DEPARTMENT:	CONTRACTOR'S BUSINESS NAME, ADDRESS AND CONTACT		
DEPARTMENT OF FIRE AND RESCUE	ATLANTIC EMERGENCY SOLUTIONS		
	12351 Randolph Ridge Lane		
	Manassas VA 20109		
DEPARTMENT'S AUTHORIZED SIGNATURE AND DATE:	CONTRACTOR'S AUTHORIZED SIGNATURE AND DATE:		
4/2/200	Bruce Wilson Digitally signed by Bruce Wilson 4/27/2020		
Department Director or Designee			
PROCUREMENT SERVICES' SIGNATURE AND DATE:	CONTRACTOR'S NAME AND TITLE: (print)		
Adam Manne Digitally signed by Adam Manne Date: 2020.04.28 09:59-46 -04'00'	Bruce Wilson		
LPO Adam Manne, Head of Procurement Services	Risk Manager		



CONTRACT MODIFICATION

COUNTY CONTRACT NAME: Fire Apparatus Preventative Maintenance & Repairs (Formerly #5053120)

COUNTY

CONTRACT NO.: 5053515 MODIFICATION DATE: 12/28/2022 MODIFICATION NO.: 4

The Contract is modified as follows, in accordance with Section 1.3:

- 1. is extended for a period of one (1) year beginning January 2, 2023 and ending on January 1, 2024. This is renewal 2 of 4 optional renewal periods.
- 2. contracted rates for line items are increased per the attached spreadsheet effective January 1, 2023.

Except as noted herein, all other provisions and pricing remain unchanged.

Prince William County

Department: FIRE & RESCUE

Brett Hamby (Dec 29, 2022 08:00 EST)

Requesting Department's Authorized Representative

Adam Manne (Dec 29, 2022 08:41 EST)

Assistant Director of Finance for Procurement Services, or authorized

Contractor

Contractor's Business Name and Address:

ATLANTIC EMERGENCY SOLUTIONS 12351 Randolph Ridge Lane Manassas VA 20109

bwilson@atlanticemergency.com

Bruce Wilson
Bruce Wilson (Dec 28, 2022 16:46 EST)

Contractor's Authorized Signature and Date

Bruce Wilson

Contractor's Name

VP-Risk Management

Contractor's Title

Item	Description	Current Price/Hour	New Price	% Increase
1	Non-Contract Shop Rate	\$135.00	\$162.00	20.00%
Item	Description	Current Price/Hour	New Price	% Increase
1	Standard Hourly Labor Rate at PWC Site	\$137.48	\$153.97	11.99%
2	Standard Hourly Labor Rate at Contractor Site	\$118.29	\$132.49	12.00%
3	Emergency Hourly Labor Rate	\$151.34	\$169.50	12.00%
Item	Description	Current Price/Hour	New Price	% Increase
1	Quarterly - Heavy Apparatus - inspection and preventive maintenance that may be required for all apparatus components and systems	\$492.38	\$551.46	12.00%
2	Quarterly- Light Apparatus- inspection and preventive maintenance that may be required for all apparatus components and systems	\$369.29	\$413.60	12.00%
3	Semi-Annual - Heavy Apparatus - inspection and preventive maintenance that may be required for all apparatus components and systems	\$2,313.53	\$2,591.15	12.00%
4	Semi-Annual - Light Apparatus - inspection and preventive maintenance that may be required for all apparatus components and systems	\$2,227.35	\$2,494.64	12.00%
5	Annual - Heavy Apparatus - inspection and preventive maintenance that may be required for all apparatus components and systems	\$4,454.09	\$4,988.58	12.00%
6	Annual - Light Apparatus- inspection and preventive maintenance that may be required for all apparatus components and systems	\$2,717.39	\$3,043.48	12.00%
7	Annual Performance and Certification Testing - Performance Testing of Low Voltage Electrical Systems (NFPA 1911)	\$147.70	\$165.43	12.00%
8	Annual Performance and Certification Testing - Performance Testing of Line Voltage Electrical Systems (NFPA 1911)	\$881.91	\$987.73	12.00%
9	Annual Aerial Service	\$3,742.91	\$4,192.06	12.00%
10	5 Year Aerial Service	\$7,742.67	\$8,671.79	12.00%