

CONTRACT**DINWIDDIE COUNTY**
FIRE & EMS VEHICLE EQUIPMENT AND INSTALLATION

The Agreement is made this 9th day of February 2021, by and between **East Coast Emergency Vehicles, LLC** of 12131 Wilfong Court, Midlothian, Virginia 23112 (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 used cooperative procurement to procure equipment and installation for three new Fire & EMS vehicles; and

WHEREAS, Contractor submitted a quote for same, consistent with the County’s needs; and

WHEREAS, Contractor was selected to provide goods/services; and

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 including the General Terms and Conditions, (2) and Contractor’s quotes 10005, 10006, and 1007 dated January 26, 2021, (3) Virginia State Contract # E194-74924-MA2109 for all Whelen Brand Equipment, (4) Prince William’s Contract 5033124 for all Havis Brand Equipment and (5) Chesapeake’s Contract 17-042-96246 for installation services. 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. **Time of Performance.** Contractor agrees to complete installation by May 31, 2021.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than FORTY-NINE THOUSAND EIGHT HUNDRED SIXTY-THREE AND 52/100 DOLLARS (\$49,863.52) (the “Contract Price”). Payment shall be made to Contractor within thirty (30) days after completion of work and receipt of invoice.
4. **Notices.** Any notices required shall be in writing and be sent either by U.S. Mail with postage prepaid or by email to the addresses set forth below:

Notice to County shall be made to:
Procurement
Dinwiddie County
P.O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
Accounting@dinwiddieva.us

Notice to Contractor shall be made to:
Brandon Holland
East Coast Emergency Vehicles, LLC
12131 Wilfong Court
Midlothian, Virginia 23112
(804) 658-4261
bholland@ecelighting.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 General Terms and Conditions.
- 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. **Force Majeure.** Neither party hereto shall be held liable for delay or failure to perform hereunder, when such delay or failure is without its fault or negligence and due solely to events beyond its control which cannot reasonably be forecast or provided against such as fires, strikes, floods, hurricanes, tornadoes, snowstorms, acts of God, acts of war or terrorism, or legal acts of public authorities.
- 9. **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 courts. 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

East Coast Emergency Vehicles, LLC

X *W. Kevin Massengill*

X *Brandon Holland*

W. Kevin Massengill
County Administrator

Print Name/Title:
Sales Manager

Approved as to form:

Department Approval:

X *W. K. Rety*

X *Dennis Hale*

Legal Counsel

Dennis Hale
Chief of Fire & EMS

DINWIDDIE COUNTY
GENERAL TERMS AND CONDITIONS

1. Laws, Regulations, and Courts.

- A. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
- B. The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- C. All solicitations or contracts issued by Dinwiddie County 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 courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).

2. Taxes. Pursuant to Virginia Code Section 58.1-609.1(4), the County is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.

3. Anti-Discrimination Statement by County. The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

4. Anti-Discrimination Statement by Contractor.

- A. During the performance of the contract, the Contractor agrees to the following provisions.
 - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, 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.
 - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
 - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

5. Immigration Reform and Control Act of 1986. Contractor certifies that it does not and will not during the performance of the contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

6. Drug-Free Workplace. During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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; (iii) 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 (iv) 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.

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, 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.

7. **Authorization to Transact Business in the Commonwealth.** In order to contract with Dinwiddie County, contractors organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.
8. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the County of Dinwiddie, Virginia and their officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor or any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the County or to failure of the County to use the materials, goods, infrastructure or equipment in the manner already and permanently described by the Contractor on the materials, goods, infrastructure or equipment delivered.
9. **Insurance.** Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. Subcontractors, if any, will maintain similar insurance coverage during the entire term of the contract.

Minimum Insurance Coverage and Limits Required:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and

advertising injury, products and completed operations coverage. The “County of Dinwiddie, Virginia, its Officers, agents, and employees” shall be added as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County’s insurers.

4. Automobile Liability - \$1,000,000 combined single limit.
5. Professional Liability - \$1,000,000 per occurrence.

10. **Debarment Status.** The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

11. **Payment.**

- A. Contractor shall provide the County with a complete and accurate IRS Form W-9.
- B. Invoices for products/services ordered, delivered, and accepted shall be submitted by the contractor to Dinwiddie County Accounts Payable via email to accounting@dinwiddieva.us or via postal mail to P.O. Drawer 70, Dinwiddie, VA 23841.
- C. Unless otherwise specified, any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after correct invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- D. The preferred method of payment for invoices under \$5,000 is with a VISA Credit Card. If the vendor accepts VISA payments, they must do so without any fees.
- E. Unless otherwise provided under the terms of the contract, interest shall accrue at the rate of one percent (1%) per month.
- F. Date of payment is deemed to be (1) the date of postmark in all cases where payment is made by mail, or (2) the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- G. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).
- H. The Contractor is obligated to: (1) pay the subcontractor(s) within seven (7) days of the Contractor’s receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or (2) notify the County and the subcontractor(s) within seven days, in writing of the Contractor’s intention to withhold all or a part of the subcontractor’s payment with the reason for nonpayment.
- I. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the contractor of payments from the County, except for amounts withheld as states in Section g above.
- J. These provisions apply to each sub-tier Contractor performing under the primary contractor. A contractor’s obligation to pay an interest charge to a subcontractor shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.

12. **Availability of Funds.** It is understood and agreed between the parties that the County shall be bound hereunder only to the extent of the funds available, or which may hereafter become available. The contract will be contingent upon annual appropriations by the Board of Supervisors of Dinwiddie County. Failure of the Board

of Supervisors to appropriate adequate funds for the terms of the contract shall result in the immediate cancellation of the contract. There shall be no penalty should the Board fail to make annual appropriations for the contract.

13. **Assignment of Contract.** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
14. **Default.** It shall be the Contractor's responsibility to make sure that all work is adequately completed as required. In case of failure to deliver goods or services in accordance with the contract terms and conditions, the County, after five (5) days have passed from the date of delivery of written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the County may have.
15. **Changes to the Contract.** All contract modifications must be approved by the Dinwiddie County Administrator or his designee. The County will not assume responsibility for the cost of any changes made without proper consent. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

Changes can be made to the contract in any of the following ways:

- A. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- B. The County may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt, unless the Contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the Contractor shall, in writing, promptly notify the County of the adjustment to be sought, and before proceeding to comply with the notice, shall await the County's written decision affirming, modifying, or revoking the prior written notice. If the County decides to issue a notice that requires an adjustment to compensation, the Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the County a credit for any savings. Said compensation shall be determined by one of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the County's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the County with all vouchers and records of expenses incurred and savings realized. The County shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the County within thirty (30) days from the date of receipt of the written order from the County. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the County or with the performance of the contract generally.

16. Termination of Contract.

A. Termination for Cause.

1. If the Contractor should be adjudged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the County may terminate the contract. If Contractor violates any provision of the Virginia Governmental Fraud Act, the County may terminate the contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or suppliers of material or labor, or persistently disregards laws, ordinances, or the written instructions of the County, or otherwise be guilty of a substantial violation of any provision of the contract, then the County may terminate the contract. The County retains the sole discretion to determine any violation of this section.
2. Prior to termination of the contract, the County shall give the Contractor and his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the County within said ten (10) days, the County may rescind its notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the County may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the County finds acceptable. If at any time more than ten (10) days after the notice of termination, the County determines that Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the County may immediately terminate the contract for cause by giving written notice to the Contractor and its surety. This decision shall be final and not subject to an appeal to any court of law or equity. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notice of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if no such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.
4. Upon termination of the contract, the County shall take possession of its property and of all materials, tools, and appliances thereon and finish the work by whatever method the County may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services shall exceed the unpaid balance of the contract price, the Contractor shall pay the difference to the County, together with any other expenses of terminating the contract and having it completed by others.
5. Termination of the contract under this section is without prejudice to any other right or remedy of the County.

B. Termination for Convenience

1. County may terminate this contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease work and remove from the project site all of its labor forces and such of its materials as County elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as County may require to assign to the County the Contractor's interest in all subcontracts and purchase orders designated by County. After all such steps have been

taken to County's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:

- All amounts then otherwise due under the terms of this contract as of the latest request for payment,
- Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
- Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, County shall have no further obligations to the Contractor of any nature.

2. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.

17. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.

18. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.

19. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of such infringement.

20. **COVID-19.**

The Contractor is required to adhere in all respects to all federal, state, and local COVID-19 regulations, including, but not limited to, Executive Orders issued by the Governor of Virginia, the rules promulgated by the Virginia Department of Labor and Industry ("DOLI Rules"), and the Dinwiddie County Infectious Disease (COVID-19) Preparedness and Response Plan (the "Required Local Plan"). The Contractor acknowledges it will comply with the documents set forth on Dinwiddie County's Purchasing Page, which can be found at www.dinwiddieva.us/Purchasing including any changes that may be made to such documents in the future. In the event of conflict between COVID-19 provisions, the strictest provision shall govern. Without limiting the foregoing, the Contractor shall abide by the following:

- A. Sick and Exposed Persons to Stay at Home. Pursuant to the DOLI Rules and the Required Local Plan, employees or other persons associated with the Contractor who are known or suspected to be infected with the SARS-CoV-2 virus or who live with or have had close contact with individuals who have had COVID-19 symptoms or signs in the last 14 days shall be sent home, stay home, and stay away from the work site until they are cleared to return to work as set forth in the DOLI Rules or, in the case of exposed persons, the rules for return to work shall be the same as those for County employees in the Required Local Plan. Symptoms and signs of COVID-19 include the following: unexplained cough, fever (100 degrees Fahrenheit or higher) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, persistent pain or pressure in the chest, new confusion, inability to wake or stay awake, bluish lips or face, unexplained nausea, vomiting, or diarrhea. Other unexplained symptoms could also be an indication of COVID-19.
- B. Notice to County Required of Positive COVID-19 Tests at County Government Sites. Pursuant to the DOLI Rules and the Required Local Plan, the Contractor is required by law to advise the County within 24 hours in the event that an employee of the Contractor or someone associated with the Contractor who

was present at a place of employment owned or operated by the Dinwiddie County Government tests positive for COVID-19. All such reports of positive COVID-19 tests shall be made to Crystal Spain, Director of Human Resources at (804) 469-4500, extension 2161.

- C. Subcontractors. The Contractor is responsible for ensuring that its subcontractors comply with all the foregoing requirements.

DINWIDDIE COUNTY
SPECIAL TERMS AND CONDITIONS
FOR FEDERALLY FUNDED CONTRACTS

1. **Compliance with FEMA Policy.** FEMA financial assistance may be used to fund services of this contract. In addition to complying with Section 1 of the General Terms and Conditions, the contractor must also comply with all FEMA policies, procedures and directives.
2. **Program Fraud and False or Fraudulent Statements or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
3. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to Dinwiddie County, the contractor, or any other party pertaining to any matter resulting from the contract.
4. **Equal Employment Opportunity.** This section applies to construction contracts. During the performance of the contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex or national origin.
 - c. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contractor or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - d. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
 - e. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - f. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The contractor will include the portion of the sentence immediately preceding paragraph a and the provision of paragraphs a-g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5. Compliance with the Copeland “Anti-Kickback” Act

- a. This section applies to construction contracts in excess of \$2,000 paid for by the one of the following programs: Emergency Management Preparedness Grant Program, Homeland Security Grant Program.
- b. Contract. The Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 C.F.R. pt 3 as may be applicable, which are incorporated by reference into this contract.
- c. Subcontracts. The Contractor or Subcontractor shall insert in any subcontract the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- d. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.

6. Contract Work Hours and Safety Standards Act

- a. This section is applicable on contracts in excess of \$100,000 that involve the employment of mechanics or laborers.
- b. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- c. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- d. **Withholding for unpaid wages and liquidated damages.** Dinwiddie County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

- e. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

7. Clean Air Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County, and understands and agrees that the County will, in turn, report each violation as required to assure notifications to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Federal Water Pollution Control Act.

- a. This section applies to all contracts in excess of \$150,000.
- b. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Contract Act, as amended, 33 U.S.C. §1251 et seq.
- c. The contractor agrees to report each violation to Dinwiddie County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the recipient, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- d. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. Suspension and Debarment. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by Dinwiddie County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Dinwiddie County and the Commonwealth of Virginia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. Procurement of Recovered Materials. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

11. Access to Records

- a. The contractor agrees to provide Dinwiddie County, the Commonwealth of Virginia, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract

12. **DHS Seal, Logo and Flags.** The contractor shall not use the US Department of Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

13. **Byrd Anti-Lobbying Amendment.** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.



East Coast Emergency Vehicles, LLC
 12131 Wilfong Court
 Midlothian, VA 23112

Sales Order

Date	S.O. No.
1/26/2021	10005

Name / Address
Dinwiddie Fire and EMS Attn: Nick Sheffield 13910 Courthouse Road Dinwiddie, VA 23841

Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms	Rep	Ship Via	FOB
	Net 30	BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
	2020 Chevy 2500 - Unit 100				
BB2LLLL	Whelen, 54" Liberty II DUO WeCanX -- See drawing for spec -- Red/Green corners, Red/White fronts with TD's, Red/Amber rears	1		2,450.00	2,450.00
I2D	Whelen, R/W Duo Ion Led -- All 4 to be mounted in the grille, exact location TBD	4		81.50	326.00
TLIR	Whelen, TION Series, SOLO Red -- To be mounted on the front angled portion by the headlights, to be used as intersection lights	2		67.50	135.00
PSD02FCR	Whelen, Strip-Lite Plus Surface Mount Super-LED DUO, Red/White, 69 Flash Patterns including Steady-Burn, Clear Lens -- To be mounted center under each cab door, 2 per side, customer made brackets for mounting	4		86.00	344.00
TLI2D	Whelen, ION T-Series DUO Linear Super-LED, Red/White -- 2) To be mounted on the corner of the front bumper, 1 per side -- 4) To be mounted on the bed cap, exact location TBD, 2 per side -- 2) To be mounted in the rear bed corner step facing towards the side of the vehicle -- 2) To be mounted on the upper rear of the bed cap, red only in emergency mode, white only in reverse or scene	10		78.50	785.00
I2K	Whelen, ION Series, DUO Red/Amber -- To be mounted under the rear bed cap flip up door.	2		81.50	163.00
TLMI2K	Whelen, ION Mini T-Series DUO Linear Led Light - Red/Amber -- To be mounted on the rear of the bed cap. To the outside of the rear flip up door at each corner of the bed cap structure	4		62.50	250.00
NP3BB	Whelen, Black 3 LED Nano Pioneer with Black Bail Bracket -- To be mounted on the face of the trailer hitch facing rearward	2		104.00	208.00
60CREGCS	Whelen, 6" R/W Led Dome Light -- To be mounted center of the headliner between driver and passenger seat	1		102.00	102.00

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



East Coast Emergency Vehicles, LLC
12131 Wilfong Court
Midlothian, VA 23112

Sales Order

Date	S.O. No.
1/26/2021	10005

Name / Address
Dinwiddie Fire and EMS Attn: Nick Sheffield 13910 Courthouse Road Dinwiddie, VA 23841

Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms	Rep	Ship Via	FOB
	Net 30	BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
PSCOMPH	Whelen, Strip-Lite Plus Surface Mount Super-LED Compartment Light, High Intensity -- To be mounted inside the bed cap, exact locations TBD.	2		69.00	138.00
PSR01FCR	Whelen, Strip-Lite Plus Surface Mount Super-LED, SOLO, Red, 25 Flash Patterns including Steady-Burn, Clear Lens -- To be mounted inside the bed cap, exact location TBD	2		66.00	132.00
PSBKT45	Whelen, 45° Mounting Bracket for 1 Strip-Lite Plus Lighthouse	4		11.75	47.00
ARGES2	Whelen, Arges™ Series 360° Remote Control Profocus Spotlight, Black Housing	1		364.50	364.50
ARGFM	Whelen, Arges Spotlight Flat Mounting Kit	1		20.00	20.00
ARGCH1	Whelen, Control Head for Arges	1		140.00	140.00
SA315P	Whelen, 100 Watt Speaker	1		164.00	164.00
SAK1	Whelen, Universal Speaker Mounting Bracket	1		20.50	20.50
C399	Whelen, Cencom Core powered by Wecan X	1		564.50	564.50
C399K2	Whelen, OBDII CANPort™ Installation Kit for C399 for Chevy, 2017-2020 Tahoe, 2017-2018 Silverado 1500, 2019-2020 Silverado 1500 (New Body Style), 2017-2019 Silverado 2500/3500, 2017-2020 Colorado, 2019 Impala, 2018-2020 Suburban	1		69.50	69.50
CCTL6	Whelen, Cencom Core Wecan X Control Head with 4 position slide switch, 13 push buttons, 7 position rotary knob & Microphone	1		188.50	188.50
CEM16	Whelen, Cencom Core 16 Position Expansion Module	1		116.00	116.00
CV2V	Whelen, Vehicle to Vehicle Sync Antenna for Core System	1	ea	147.50	147.50
ARGES-LBMOUNT	Arges mount for Liberty II light bar, will require a Whelen ARGES flat mount	1	ea	125.00	125.00
Shipping	Shipping & Freight Charges	1		12.50	12.50
C-3012-1	Havis, 30" Universal Console, 30" of horizontal mounting room and 12" wide console,	1		662.11	662.11
C-TMW-GMC-03	Havis 2015 Tahoe Trak Plate	1		98.78	98.78

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



East Coast Emergency Vehicles, LLC
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 Midlothian, VA 23112

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1/26/2021	10005

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Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms
	Net 30

Rep	Ship Via	FOB
BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
CG-X	Havis, Charge Guard	1		65.16	65.16
C-HDM-204	Havis, Laptop Side Mount	1		116.79	116.79
C-MCB	Havis, Mic Clip Bracket	2	ea	9.68	19.36
MMSU-1	Magnetic Mic Holder	2		29.95	59.90
C-ARM-102	Havis, Side Armrest	2		47.68	95.36
C-USB-2	Havis Dual USB Outlet	2		48.14	96.28
C-PS-1	Havis, 1.5" Switch Plate, Internal Mount, 2 Switch Cutouts	1		13.82	13.82
CUP2-1001	Havis, Self-Adjusting Double Cup Holder	1		40.58	40.58
C-AP-0325	Havis, 3" Pocket	1		31.79	31.79
C-AP-1395	Havis 13" Pocket	1		53.91	53.91
C-EB40-CCS-1P	Havis, Whelen CCT6 Equipment Bracket	1		0.00	0.00
C-EB25-MMT-1P	Havis, Motorola Radio Equipment Bracket	1		0.00	0.00
C-FP-2	Havis, 2" Filler Blank	1		0.00	0.00
INSTHDW	Installation Hardware as in, but not limited to Tape, Wire, Wire Connectors, Loom, Nuts, Bolts, and other Misc Items	1		350.00	350.00

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



East Coast Emergency Vehicles, LLC
 12131 Wilfong Court
 Midlothian, VA 23112

Sales Order

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1/26/2021	10005

Name / Address
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Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms
	Net 30

Rep	Ship Via	FOB
BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
LABOR	<p>Labor to install the above quoted items. Labor also includes the below per customers request</p> <p>Customer to supply the following items and request ECEV Install:</p> <ul style="list-style-type: none"> - Install Radio & Antenna - Install Cradle Point & Antenna - Install Bluetooth Fire Comm System - Install 1) Streamlight Survivor light & 1) Streamlight Vulcan in bed of truck - Install 2) Streamlights in the cab of the vehicle, 1 small and 1 large - Install Docking Station, Motion Device and Power Supply - Install Portable Charger on backside of console - Removed cabinet assembly from current vehicle and install on Cargo Glide bed slide in this vehicle. Cargo Glide will already be installed - Install customer supplied Howler <p>Please note a Prebuild meeting will take place prior to this vehicle being built. Any changes or additions are subject to change Parts, Installation Hardware and Labor pricing</p> <p>Contract Info: Whelen - VA State E194-74924-MA2109 Havis - Prince William 5033124 Labor - Chesapeake 17-042-96246</p>	118		60.00	7,080.00

Thank you for your business - Brandon Holland - Cell (757) 871-7979	Total	\$15,796.34
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East Coast Emergency Vehicles, LLC
 12131 Wilfong Court
 Midlothian, VA 23112

Sales Order

Date	S.O. No.
1/26/2021	10006

Name / Address
Dinwiddie Fire and EMS Attn: Nick Sheffield 13910 Courthouse Road Dinwiddie, VA 23841

Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms	Rep	Ship Via	FOB
	Net 30	BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
	2020 Chevy 2500 - Responder 1				
BB2DDDD	Whelen, 54" DUO Liberty II WeCan X -- See drawing for spec -- All 4 corners Red/White, All fronts Red/White w/ TD's, All rears Red/Amber	1	ea	2,350.00	2,350.00
I2D	Whelen, R/W Duo Ion Led -- To be mounted in the grille, exact mounting location TBD	4		81.50	326.00
PSD02FCR	Whelen, Strip-Lite Plus Surface Mount Super-LED DUO, Red/White, 69 Flash Patterns including Steady-Burn, Clear Lens -- To be mounted center under each cab door, 2 per side, custom made brackets for mounting	4		86.00	344.00
TLI2D	Whelen, ION T-Series DUO Linear Super-LED, Red/White -- 2) To be mounted on the corner of the front bumper, 1 per side -- 4) To be mounted on the bed cap, exact location TBD, 2 per side -- 2) To be mounted to the front angled section of the bumper by the headlights, used as intersection lights -- 2) To be mounted on the rear bumper step facing towards the side of the vehicle -- 2) To be mounted to the upper rear section of the bed cap, red emergency mode only, whites for reverse and scene -- 2) To be mounted to the rear bumper of the vehicle, red emergency mode only, whites for reverse and scene	14		78.50	1,099.00
NP3BB	Whelen Nano Pioneer -- Both to go under the trailer hitch	2		104.00	208.00
60CREGCS	Whelen, 6" R/W Led Dome Light -- To be mounted center of the headliner between driver and passenger seat	1		102.00	102.00
ARGES2	Whelen, Arges™ Series 360° Remote Control Profocus Spotlight, Black Housing	1		364.50	364.50
ARGFM	Whelen, Arges Spotlight Flat Mounting Kit	1		20.00	20.00
ARGCH1	Whelen, Control Head for Arges	1		140.00	140.00
SA315P	Whelen, 100 Watt Speaker	1		164.00	164.00
SAK1	Whelen, Universal Speaker Mounting Bracket	1		20.50	20.50

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



East Coast Emergency Vehicles, LLC
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1/26/2021	10006

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Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms	Rep	Ship Via	FOB
	Net 30	BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
CHWLUNI	Whelen, WeCan X Single Howler system with amplifier, Universal Bracket	1	ea	302.00	302.00
C399	Whelen, Cencom Core powered by Wecan X	1		564.50	564.50
C399K2	Whelen, OBDII CANPort™ Installation Kit for Chevy, 2017-2020 Tahoe, 2017-2018 Silverado 1500, 2019-2020 Silverado 1500 (New Body Style), 2017-2019 Silverado 2500/3500, 2017-2020 Colorado, 2019 Impala, 2018-2020 Suburban	1		69.50	69.50
CCTL6	Whelen, Cencom Core Wecan X Control Head with 4 position slide switch, 13 push buttons, 7 position rotary knob & Microphone	1		188.50	188.50
CEM16	Whelen, Cencom Core 16 Position Expansion Module	1		116.00	116.00
CV2V	Whelen, Vehicle to Vehicle Sync Antenna for Core System	1	ea	147.50	147.50
ARGES-LBMOUNT	Arges mount for Liberty II light bar, will require a Whelen ARGES flat mount	1	ea	125.00	125.00
Shipping	Shipping & Freight Charges	1		12.50	12.50
C-3012-1	Havis, 30" Universal Console, 30" of horizontal mounting room and 12" wide console,	1		662.11	662.11
C-TMW-GMC-03	Havis 2015 Tahoe Trak Plate	1		98.78	98.78
CG-X	Havis, Charge Guard	1		65.16	65.16
C-HDM-204	Havis, Laptop Side Mount	1		116.79	116.79
C-MCB	Havis, Mic Clip Bracket	2	ea	9.68	19.36
MMSU-1	Magnetic Mic Holder	2		29.95	59.90
C-ARM-102	Havis, Side Armrest	2		47.68	95.36
C-USB-2	Havis Dual USB Outlet	2		48.14	96.28
C-PS-1	Havis, 1.5" Switch Plate, Internal Mount, 2 Switch Cutouts	1		13.82	13.82
CUP2-1001	Havis, Self-Adjusting Double Cup Holder	1		40.58	40.58
C-AP-0325	Havis, 3" Pocket	1		31.79	31.79
C-AP-1395	Havis 13" Pocket	1		53.91	53.91
C-EB40-CCS-1P	Havis, Whelen CCTL6 Equipment Bracket	1		0.00	0.00
C-EB25-MMT-1P	Havis, Motorola Radio Equipment Bracket	1		0.00	0.00

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



East Coast Emergency Vehicles, LLC
 12131 Wilfong Court
 Midlothian, VA 23112

Sales Order

Date	S.O. No.
1/26/2021	10006

Name / Address
Dinwiddie Fire and EMS Attn: Nick Sheffield 13910 Courthouse Road Dinwiddie, VA 23841

Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms
	Net 30

Rep	Ship Via	FOB
BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
C-FP-2	Havis, 2" Filler Blank	1		0.00	0.00
817-2080	Xantrex, Freedom XC 2000 Watt 12 Volt DC Pure Sine Wave Inverter & Charger	1	ea	850.00	850.00
808-0817-01	Xantrex, Freedom X / XC Remote Panel with 25' Cable	1	ea	125.00	125.00
78019	Blue Seas, 20amp Auto Eject Plug Assembly	1		475.00	475.00
78014B	Blue Seas, White Auto Eject Cover	1		41.50	41.50
Shipping	Shipping & Freight Charges	1		50.00	50.00
INSTHDW	Installation Hardware as in, but not limited to Tape, Wire, Wire Connectors, Loom, Nuts, Bolts, and other Misc Items	1		450.00	450.00
LABOR	Labor to install the above quoted items. Labor also includes the below per customers request Customer to supply the following items and request ECEV Install: - Install Radio & Antenna - Install Cradle Point & Antenna - Install 2) Streamlight Vulcan in bed of truck - Install Docking Station, Motion Device and Power Supply - Install Portable Charger on backside of console - Install Truck Vault Cabinet assembly sold to customer on a seperate invoice Please note a Prebuild meeting will take place prior to this vehicle being built. Any changes or additions are subject to change Parts, Installation Hardware and Labor pricing	116		60.00	6,960.00

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



Sales Order

East Coast Emergency Vehicles, LLC
 12131 Wilfong Court
 Midlothian, VA 23112

Date	S.O. No.
1/26/2021	10006

Name / Address
Dinwiddie Fire and EMS Attn: Nick Sheffield 13910 Courthouse Road Dinwiddie, VA 23841

Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms
	Net 30

Rep	Ship Via	FOB
BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
	Contract Info: Whelen - VA State E194-74924-MA2109 Havis - Prince William 5033124 Labor - Chesapeake 17-042-96246				

Thank you for your business - Brandon Holland - Cell (757) 871-7979	Total	\$16,968.84
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East Coast Emergency Vehicles, LLC
 12131 Wilfong Court
 Midlothian, VA 23112

Sales Order

Date	S.O. No.
1/26/2021	10007

Name / Address
Dinwiddie Fire and EMS Attn: Nick Sheffield 13910 Courthouse Road Dinwiddie, VA 23841

Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms
	Net 30

Rep	Ship Via	FOB
BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
	2020 Chevy 2500 - Training 1				
BB2LLLL	Whelen, 54" Liberty II DUO WeCanX -- See drawing for spec -- Red/Green corners, Red/White fronts with TD's, Red/Amber rears	1		2,450.00	2,450.00
I2D	Whelen, R/W Duo Ion Led -- All 4 to be mounted in the grille, exact location TBD	4		81.50	326.00
TLIR	Whelen, TION Series, SOLO Red -- To be mounted on the front angled portion by the headlights, to be used as intersection lights	2		67.50	135.00
PSD02FCR	Whelen, Strip-Lite Plus Surface Mount Super-LED DUO, Red/White, 69 Flash Patterns including Steady-Burn, Clear Lens -- To be mounted center under each cab door, 2 per side, customer made brackets for mounting	4		86.00	344.00
TLI2D	Whelen, ION T-Series DUO Linear Super-LED, Red/White -- 2) To be mounted on the corner of the front bumper, 1 per side -- 4) To be mounted on the bed cap, exact location TBD, 2 per side -- 2) To be mounted in the rear bed corner step facing towards the side of the vehicle -- 2) To be mounted on the upper rear of the bed cap, red only in emergency mode, white only in reverse or scene	10		78.50	785.00
I2K	Whelen, ION Series, DUO Red/Amber -- To be mounted under the rear bed cap flip up door.	2		81.50	163.00
TLMI2K	Whelen, ION Mini T-Series DUO Linear Led Light - Red/Amber -- To be mounted on the rear of the bed cap. To the outside of the rear flip up door at each corner of the bed cap structure	4		62.50	250.00
NP3BB	Whelen, Black 3 LED Nano Pioneer with Black Bail Bracket -- To be mounted on the face of the trailer hitch facing rearward	2		104.00	208.00
60CREGCS	Whelen, 6" R/W Led Dome Light -- To be mounted center of the headliner between driver and passenger seat	1		102.00	102.00

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



East Coast Emergency Vehicles, LLC
 12131 Wilfong Court
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Sales Order

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1/26/2021	10007

Name / Address
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Ship To
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P.O. No.	Terms	Rep	Ship Via	FOB
	Net 30	BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
PSCOMPH	Whelen, Strip-Lite Plus Surface Mount Super-LED Compartment Light, High Intensity -- To be mounted inside the bed cap, exact locations TBD.	2		69.00	138.00
PSR01FCR	Whelen, Strip-Lite Plus Surface Mount Super-LED, SOLO, Red, 25 Flash Patterns including Steady-Burn, Clear Lens -- To be mounted inside the bed cap, exact location TBD	2		66.00	132.00
PSBKT45	Whelen, 45° Mounting Bracket for 1 Strip-Lite Plus Lighthouse	4		11.75	47.00
ARGES2	Whelen, Arges™ Series 360° Remote Control Profocus Spotlight, Black Housing	1		364.50	364.50
ARGFM	Whelen, Arges Spotlight Flat Mounting Kit	1		20.00	20.00
ARGCH1	Whelen, Control Head for Arges	1		140.00	140.00
SA315P	Whelen, 100 Watt Speaker	1		164.00	164.00
SAK1	Whelen, Universal Speaker Mounting Bracket	1		20.50	20.50
CHWLUNI	Whelen, WeCan X Single Howler system with amplifier, Universal Bracket	1	ea	302.00	302.00
C399	Whelen, Cencom Core powered by Wecan X	1		564.50	564.50
C399K2	Whelen, OBDII CANPort™ Installation Kit for C399 for Chevy, 2017-2020 Tahoe, 2017-2018 Silverado 1500, 2019-2020 Silverado 1500 (New Body Style), 2017-2019 Silverado 2500/3500, 2017-2020 Colorado, 2019 Impala, 2018-2020 Suburban	1		69.50	69.50
CCTL6	Whelen, Cencom Core Wecan X Control Head with 4 position slide switch, 13 push buttons, 7 position rotary knob & Microphone	1		188.50	188.50
CEM16	Whelen, Cencom Core 16 Position Expansion Module	1		116.00	116.00
CV2V	Whelen, Vehicle to Vehicle Sync Antenna for Core System	1	ea	147.50	147.50
ARGES-LBMOUNT	Arges mount for Liberty II light bar, will require a Whelen ARGES flat mount	1	ea	125.00	125.00
Shipping	Shipping & Freight Charges	1		12.50	12.50

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



East Coast Emergency Vehicles, LLC
12131 Wilfong Court
Midlothian, VA 23112

Sales Order

Date	S.O. No.
1/26/2021	10007

Name / Address
Dinwiddie Fire and EMS Attn: Nick Sheffield 13910 Courthouse Road Dinwiddie, VA 23841

Ship To
Dinwiddie Fire and EMS 13850 Courthouse Road Dinwiddie, VA 23841 Attn: Nick Sheffield

P.O. No.	Terms
	Net 30

Rep	Ship Via	FOB
BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
C-3012-1	Havis, 30" Universal Console, 30" of horizontal mounting room and 12" wide console,	1		662.11	662.11
C-TMW-GMC-03	Havis 2015 Tahoe Trak Plate	1		98.78	98.78
CG-X	Havis, Charge Guard	1		65.16	65.16
C-HDM-204	Havis, Laptop Side Mount	1		116.79	116.79
C-MCB	Havis, Mic Clip Bracket	2	ea	9.68	19.36
MMSU-1	Magnetic Mic Holder	2		29.95	59.90
C-ARM-102	Havis, Side Armrest	2		47.68	95.36
C-USB-2	Havis Dual USB Outlet	2		48.14	96.28
C-PS-1	Havis, 1.5" Switch Plate, Internal Mount, 2 Switch Cutouts	1		13.82	13.82
CUP2-1001	Havis, Self-Adjusting Double Cup Holder	1		40.58	40.58
C-AP-0325	Havis, 3" Pocket	1		31.79	31.79
C-AP-1395	Havis 13" Pocket	1		53.91	53.91
C-EB40-CCS-1P	Havis, Whelen CCT6 Equipment Bracket	1		0.00	0.00
C-EB25-MMT-1P	Havis, Motorola Radio Equipment Bracket	1		0.00	0.00
C-FP-2	Havis, 2" Filler Blank	1		0.00	0.00
INSTHDW	Installation Hardware as in, but not limited to Tape, Wire, Wire Connectors, Loom, Nuts, Bolts, and other Misc Items	1		750.00	750.00

Thank you for your business - Brandon Holland - Cell (757) 871-7979

Total



East Coast Emergency Vehicles, LLC
 12131 Wilfong Court
 Midlothian, VA 23112

Sales Order

Date	S.O. No.
1/26/2021	10007

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Rep	Ship Via	FOB
BH	UPS	Troy

Part#	Description	Quantity	U/M	Price	Ext. Price
LABOR	<p>Labor to install the above quoted items. Labor also includes the below per customers request</p> <p>Customer to supply the following items and request ECEV Install:</p> <ul style="list-style-type: none"> - Install Radio & Antenna - Install Cradle Point & Antenna - Install Bluetooth Fire Comm System - Install 1) Streamlight Survivor light & 1) Streamlight Vulcan in bed of truck - Install 2) Streamlights in the cab of the vehicle, 1 small and 1 large - Install Docking Station, Motion Device and Power Supply - Install Portable Charger on backside of console - Install Truck Vault cabinet sold to customer on seperate invoice - Install customer supplied inverter within the Truck Vault cabinet assembly <p>Please note a Prebuild meeting will take place prior to this vehicle being built. Any changes or additions are subject to change Parts, Installation Hardware and Labor pricing</p> <p>Contract Info: Whelen - VA State E194-74924-MA2109 Havis - Prince William 5033124 Labor - Chesapeake 17-042-96246</p>	128		60.00	7,680.00

Thank you for your business - Brandon Holland - Cell (757) 871-7979	Total	\$17,098.34
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Certificate Of Completion

Envelope Id: 7676AA72999B4584A0486020E2B3FADF

Status: Completed

Subject: Revised Contract with East Coast Emerg

Source Envelope:

Document Pages: 25

Signatures: 4

Envelope Originator:

Certificate Pages: 5

Initials: 0

Hollie Casey

AutoNav: Enabled

hc Casey@dinwiddieva.us

Envelopeld Stamping: Enabled

IP Address: 139.60.228.178

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Record Tracking

Status: Original

Holder: Hollie Casey

Location: DocuSign

2/4/2021 | 10:15 AM

hc Casey@dinwiddieva.us

Signer Events

Signature

Timestamp


William Hefty

bill@heftywiley.com

Legal Counsel

County of Dinwiddie

Security Level: Email, Account Authentication
(None)



Signature Adoption: Drawn on Device
Using IP Address: 174.226.5.238
Signed using mobile

Sent: 2/4/2021 | 10:18 AM

Viewed: 2/5/2021 | 02:15 PM

Signed: 2/5/2021 | 02:15 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Dennis Hale

dhale@dinwiddieva.us

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 139.60.228.178

Sent: 2/5/2021 | 02:15 PM

Viewed: 2/5/2021 | 02:23 PM

Signed: 2/5/2021 | 02:23 PM

Electronic Record and Signature Disclosure:

Accepted: 2/5/2021 | 02:23 PM

ID: 1a62d845-7433-4d29-ab01-dbbb8569ae92

Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator

Dinwiddie County

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 139.60.228.178

Sent: 2/5/2021 | 02:24 PM

Viewed: 2/5/2021 | 03:31 PM

Signed: 2/5/2021 | 03:31 PM

Electronic Record and Signature Disclosure:

Accepted: 4/17/2020 | 03:04 PM

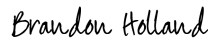
ID: 42c6e72a-b34f-45d6-988d-e9d30e610ed4

Company Name: Dinwiddie County

Brandon Holland

bholland@ecelighting.com

Security Level: Email, Account Authentication
(None)



Signature Adoption: Pre-selected Style
Using IP Address: 98.166.80.31

Sent: 2/5/2021 | 03:31 PM

Viewed: 2/8/2021 | 11:33 AM

Signed: 2/9/2021 | 09:45 AM

Electronic Record and Signature Disclosure:

Accepted: 2/8/2021 | 11:33 AM

ID: 74681213-452f-4f32-a1dc-43c3df1db352

Company Name: Dinwiddie County

Signer Events	Signature	Timestamp
Hollie Casey hcasey@dinwiddieva.us Procurement Technician Dinwiddie County Security Level: Email, Account Authentication (None)	Completed Using IP Address: 139.60.228.178	Sent: 2/9/2021 09:45 AM Viewed: 2/9/2021 10:06 AM Signed: 2/9/2021 10:07 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Nick Sheffield nssheffield@dinwiddieva.us Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/9/2021 10:07 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	2/4/2021 10:18 AM
Certified Delivered	Security Checked	2/9/2021 10:06 AM
Signing Complete	Security Checked	2/9/2021 10:07 AM
Completed	Security Checked	2/9/2021 10:07 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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How to contact Dinwiddie County:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: hcasey@dinwiddieva.us

To advise Dinwiddie County of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at hcasey@dinwiddieva.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify Dinwiddie County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinwiddie County during the course of your relationship with Dinwiddie County.