



Robert Croslin  
Mayor

Tracey Douglas  
City Administrator

Date: August 30th, 2023

To: Lieutenant D. Gray # L103

From: Corporal T. Hodges # 209

Reference: Dual purpose patrol canine procurement quotes

*J. Douglas*  
Approved XCOM  
28 Sep 23

I am writing to provide information regarding three quotes received for the purchase of a dual-purpose patrol dog for the City of Hyattsville Police Department's Canine Unit. Attached to this memo are the three quotes for your review.

1. **Ventosa K9 Kennel, INC.**

- Location: 312 E 9th Street Scotland Neck, NC 27874
- Distance from Hyattsville: Approximately 228 miles (3.5 hours)
- Dog Shipment Date: July 19th, 2023
- Price: \$9,500.00
- Guarantee: One-year health guarantee and six months for performance

2. **Vohne Liche Kennels, INC.**

- Location: 7953 N Old Rt31, Denver, IN 46926
- Distance from Hyattsville: Approximately 617 miles (10.5 hours)
- Price: \$9,000.00
- Guarantees: 6-month health guarantee, 12-month skeletal guarantee, genetic/hereditary guarantee, 3-month trainability guarantee, 1-month compatibility guarantee

3. **High Drive K-9, Inc.**

- Location: 1710 Cannon Bottom Rd., Belton, SC 29627
- Distance from Hyattsville: Approximately 523 miles (8 hours)
- Price: \$11,176.47
- Guarantees: One-year health guarantee, one-year workability guarantee
- Note: Recommended by Prince George's County Police K-9, currently purchasing dogs from High Drive K-9

Based on a thorough review of all three quotes, it is recommended that the department authorize the purchase of one, dual purpose patrol canine from High Drive K-9, Inc. It should be noted that Prince George's County Police Department (PGPD) is currently purchasing canines from High Drive K-9 via Safeware, Inc. Additionally, since PGPD conducts all HPD canine training, it is beneficial for HPD to purchase canines alongside PGPD, so that PGPD can assist in the evaluation, of potential canines, for purchase. The established relationship between PGPD and High Drive K9's guarantees make High Drive K9 the best contender for this purchase.



In the Safeware, Inc. quote, two available canines are listed, although only one canine is being purchased. Due to the fact that one canine cannot be chosen until an inspection occurs both have been quotes to the City. Please issue a PO for \$11,529.41. In the event that the cheaper canine is chosen, the balance on the PO will be closed.





# QUOTATION

510 Eastpark Court  
 Suite # 120  
 Sandston, VA 23150  
 804-236-0579  
 www.safewareinc.com

Order Number	
10055258	
Order Date	Page
08/23/2023 08:05:33	1 of 1

Quote Expires On: 09/22/2023

**Contract No:** MD ST BPO #001B9400267

**Bill To:**           **Customer ID:**   21379  
 City of Hyattsville Police Dept  
 4310 Gallatin St  
 2nd Floor  
 Hyattsville, MD 20781

**Ship To:**  
 City of Hyattsville Police Dept  
 4310 Gallatin St  
 2nd Floor  
 Hyattsville, MD 20781

301-985-5000

Requested By: Trevor Hodges

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
QUOTE: K9	Liz Dulin	ldulin@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Bill Freight		
<b>Sales Representative</b>		
Patrick Crawford		

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
1.00	0.00	1.00	EA		HDK PSD Police Service (PSD) Green Police Service (PSD) suitable for dual purpose	EA 1.0	11,176.47	11,176.47
1.00	0.00	1.00	EA		HDK PSD Police Service (PSD) Advanced Green PSD suitable for dual purpose	EA 1.0	11,529.41	11,529.41
1.00	0.00	1.00	EA		OPC MD STATE Maryland State Contract #001B9400267 Contract #4400008468 Public Safety and Emergency Preparedness. Eff: Oct. 1 2018 - Sept. 30, 2023	EA 1.0	0.00	0.00

Total Lines: 3

**SUB-TOTAL:**   22,705.88  
**TAX:**           0.00  
**AMOUNT DUE:**   **22,705.88**  
*Actual freight added per freight terms*

# Vohne Liche Kennels, Inc.

7953 N Old Rt 31  
Denver, IN 46926

## Cost Quote

Date	Estimate #
7/11/2023	14278

<b>Bill To</b>
Hyattsville Police Dept 4310 Gallatin St Hyattsville, MD 20781

<b>Ship To</b>
Hyattsville Police Dept 4310 Gallatin St Hyattsville, MD 20781

P.O. No.	Terms	Due Date	VLK Rep	Contact #
	Net 30	8/10/2023	LL	
Description	Qty	Rate	Total	
Dual-Purpose Selection Tested, Untitled Guarantee:Effective from day of purchase. 100% Health for 6 months, Skeletal 12 months. If any genetic or hereditary problem is found during time of guarantee K-9 will be replaced. A vet report stating diagnosis must accompany K-9 on return . Trainability 3 months, Compatibility 1 month.	1	9,000.00	9,000.00	
Subtotal			9,000.00	
All invoices paid by credit card are subject to a 4% service charge.		0.00	0.00T	
TAX ID # 35-2148814			0.00	
This estimate is good for ninety days. Thank you for your inquiry.				<b>Subtotal</b> \$9,000.00
(765) 985-2274 Phone				<b>Sales Tax (0.0%)</b> \$0.00
(765) 985-2595 Fax				
www.vohneliche.com				<b>Total USD</b> \$9,000.00

Ventosa K9 Kennel, Inc.  
Ventosa Kennel  
P.O. Box 358  
Scotland Neck, NC 27874  
(252) 826-4415 office  
(252)370-5353 cell  
tbowling@ventosakennelinc.com

Quote

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**TULIO QUEVEDO #221**

Corporal

Patrol Division

City of Hyattsville Police Department

4310 Gallatin Street, Hyattsville, Maryland, 20781, United States

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July 10, 2023

(1) Green Imported Dual Purpose/Patrol K9 A with a one-year guarantee for health and six months for performance, x-rays, micro-chipped, and shot passport.....9,500.00

Total.....9,500.00

Ventosa K9 Kennel, Inc.  
P. O. Box 358  
Scotland Neck, NC 27874



High Drive K-9, Inc.  
1710 Cannon Bottom Rd  
Belton, SC. 29726  
[www.HighDriveK-9.com](http://www.HighDriveK-9.com)  
954.326.4218

## SAMPLE Canine Warranty

1. **Purchaser** agrees to purchase and High Drive K-9, Inc. agrees to sell **K9** \_\_\_\_\_, **Breed:** \_\_\_\_\_, **ID#** \_\_\_\_\_, **Sex:** \_\_\_\_\_, **Born:** \_\_\_\_\_ on **Date.**

2. The purchasing party has five (5) business days to have the canine medically evaluated by a licensed veterinarian. All dogs sold by High Drive K-9, Inc. have been examined prior to shipping and are found to be healthy and free of hip and elbow dysplasia. X-rays will be provided to the purchaser at the time of purchase. We guarantee the canine will be able to obtain an OFA normal hip and elbow rating at the time of purchase. Normal, as described by OFA in an Excellent, Good or Fair rating. If an OFA rating is desired, it is the buyer's responsibility to have an OFA quality x-ray taken, by a qualified Veterinarian and submitted to OFA for this rating. If a **quality radiograph** taken by qualified veterinarian was submitted to OFA and the dog fails to obtain an OFA passing rating, High Drive K-9 will replace the canine. **All dogs are fully vaccinated upon arrival to High Drive K-9, Inc. Any vaccinations given unnecessarily to your dog may cause damage to his or her immune system and cause health issues later. Please vaccinate with care. Over vaccinating will also void your warranty. To be clear, this is any vaccine given that was unnecessary. All canines come with a microchip that can be registered with any microchip provider in the United States. If you or your veterinarian place another microchip, the warranty will be void.**

3. **Any injury, illness or death, including but not limited to heat stroke, broken teeth or bones or adverse reactions to drugs, vaccines or anesthesia given by your veterinarian during your time of ownership WILL NOT be covered in this contract and will void the warranty. Any and all surgeries or medical procedures performed by a veterinarian without notification to High Drive K-9, Inc. in writing will void the warranty.**

4. **If there is suspect and/or the canine has been abused or neglected while under the care of your agency as determined by High Drive K-9, Inc. the warranty will be void.**

5. If the canine does not pass examination, High Drive K-9, Inc. reserves the right to have the canine examined by an independent third-party licensed veterinarian. If the veterinarian determines injury or illness as the cause, or the canine does pass on re-examination, this sale will stand.

6. High Drive K-9, Inc. offers a one (1) year health guarantee on the canine. Health is defined into two categories, skeletal and genetic.

**Skeletal: Hips, Elbows and Spine**

**X \_\_\_\_\_ (initial)**

**Genetic: Any genetic disease that precludes the canine from performing the tasks of a Police Service Dog.**

**Illness or Injury to the dog while in your care is not covered by this warranty.** High Drive K-9 does not accept responsibility for contagious diseases diagnosed 72 hours after receipt of the dog. Heat stroke, exhaustion, dehydration and other heat related conditions are not covered in any way.

7. We also offer a one (1) year workability guarantee on Police Service Dogs. To clarify, if the canine is found not to possess the drives or temperament for police service work, or if there is a problem that cannot be corrected by our staff, then the canine will be replaced. Workability does not include the dog's capability with agencies' expectations and/or training issue deficiencies not directly related to canine drives or capability for police service work.

**X \_\_\_\_\_ (initial)**

8. **No dog will be replaced that is found to be handler aggressive.** All High Drive K-9 dogs are tested for all social skills prior to agencies testing. All dogs will be of sound temperament and socially balanced. All dogs leaving the High Drive K-9 facility will be tested by agencies to confirm and approve of the social interaction. Post selection and departure of the High Drive K-9 facility, if any

dog is found to be handler aggressive, to the extent that any High Drive K-9 employee cannot safely remove and handle the dog for general care and custody, the dog will not be replaced.

X \_\_\_\_\_ (initial)

**9. No dog will be replaced that has been involved in dog fights.**

High Drive K-9, Inc. reserves the right to have the canine evaluated by an independent canine trainer or licensed veterinarian to validate all claims.

10. If replacement becomes necessary for health or workability, ONLY THE DOG will be replaced. No pre-training will be included. If full training is desired for the replacement dog, there will be a charge. High Drive K-9, Inc. has sixty (60) days to acquire a suitable canine for your needs. After sixty (60) days, if we are unable to locate and replace, you may request a full refund of the original purchase price. **Any and all shipping costs is at the buyers' expense.**

11. Any medical or workability issues must be submitted in writing.

12. There will be no replacements on replacement dogs, excluding medical clearance.

**13. \*\*Guarantee is VOID if the Veterinarian examination is not complete within five (5) business days of purchase\*\***

14. This contract contains the entire agreement between parties, governed by the laws of Anderson County, SC. All terms and conditions to this contract shall be binding on the heirs, administrators, personal representatives and assigns of the owner. Any controversy or claim arising out of or relating to this contract, or the breach thereof, or as the result of any claim or controversy, involving the alleged negligence by any party to this agreement, shall be settled by arbitration. The arbitrator shall as part of his/her reward, determine an award to the prevailing party of the costs of such arbitration and reasonable attorney's fees of the prevailing party.

15. The buyer, handler and agency shall assume any and all civil and criminal liability that may be incurred due to the actions of the canine.

16. I agree that I have examined the dog to the best of my ability and have found no obvious signs of illness or injury, i.e. lameness or broken teeth. High Drive K-9 guarantees the canines teeth are intact and free of any visible breaks, excessive wear and deformity.

17. Purchaser agrees to take proper care of, feed and house the dog. Additionally, purchaser agrees to maintain vaccinations, control and properly train the dog. Death or injury to the dog due to theft, carelessness, recklessness, abuse, neglect, heat stroke, broken teeth or accident will not entitle the purchaser to any compensation by High Drive K-9, Inc., thus voiding the warranty.

**18. \*\*Guarantee is VOID if payment is not received within 14 days in receipt of Dog\*\***

19. This warranty is binding by the signatures below.

**SELLER: HIGH DRIVE K-9, INC.:**

**DATE:** \_\_\_\_\_

Sign: \_\_\_\_\_

**Scott Clark, Owner High Drive K-9, Inc.**

**BUYER: AUTHORIZED AGENT OR REPRESENTATIVE:**

**DATE:** \_\_\_\_\_

SIGN: \_\_\_\_\_

PRINT Name: \_\_\_\_\_

Phone #: \_\_\_\_\_

**From:** Allison Swift <[ASwift@hyattsville.org](mailto:ASwift@hyattsville.org)>  
**Sent:** Monday, July 10, 2023 5:26:36 PM  
**To:** Laura Lanham #291 <[LLanham@hyattsville.org](mailto:LLanham@hyattsville.org)>  
**Subject:** Re: Safeware Fairfax Contract

Jason's response (it won't let me forward on my phone for some reason):

Ms. Swift,

I would proceed with the County contract, which rides on the Fairfax contract.

The contract with the State is a purchase order and doesn't set forth too many substantive terms. The County rider contains more provisions with protections comparable to those in the City's standard contract. The Fairfax contract does not contain anything objectionable, and the County contract replaces certain provisions (such as the choice of Virginia law under the Fairfax agreement). Although it is somewhat novel to ride on the County contract which—in turn—rides on the Fairfax contract, I could not find anything that would prohibit it. So, overall, the County contract is the better choice.

Let me know if you have any questions or concerns.

Best regards,

Jason

Get [Outlook for iOS](#)



**ALLISON SWIFT**  
Administrative Coordinator  
Office of the Chief of Police  
City of Hyattsville Police Department

(301) 985-5063  
[ASwift@hyattsville.org](mailto:ASwift@hyattsville.org)  
[www.hyattsville.org](http://www.hyattsville.org)

Follow us:    

4310 Gallatin Street, Hyattsville, Maryland, 20781



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**Safeware, Inc. Agreement**  
**County of Fairfax, Virginia Rider**

**THIS AGREEMENT** (the “Agreement”) is entered into as of the date of the last signature herein below (the “Effective Date”), by and between Prince George’s County, Maryland, a body corporate and politic (the “County”) and Safeware, Inc. (hereinafter “Contractor”), having a business address of 4403 Forbes Boulevard, Lanham, MD 20706.

**RECITALS**

**WHEREAS**, the County desires to procure Public Safety and Emergency Preparedness Equipment and Related Services; and

**WHEREAS**, pursuant to County Code Section 10A-146, the County may utilize the contracts or schedules established by other organization or jurisdictions when appropriate and when such actions shall be in the best interests of the County; and

**WHEREAS**, on June 7, 2018, the County of Fairfax, Virginia and Contractor entered into Contract No. 4400008468 for Public Safety and Emergency Preparedness Equipment and Related Services (the “County of Fairfax, Virginia Contract”); and

**WHEREAS**, the County Purchasing Agent has determined that it is in the County’s best interest to utilize the County of Fairfax, Virginia for the Public Safety and Emergency Preparedness Equipment and Related Services for the County.

**NOW, THEREFORE**, in consideration of the mutual covenants and obligations contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1) **Contract Documents**: This Agreement is set forth in the following documents, which are attached hereto, incorporated by reference, and shall be collectively referred to as the “Contract Documents”:
  - a) This Agreement and attachments;
  - b) The County of Fairfax, Virginia Contract and attachments, as modified by this Agreement;
  - c) The County of Fairfax, Virginia, Solicitation No. RFP2000002547 and attachments.

In the event of a conflict between the terms and conditions of any of the Contract Documents, the order of precedence shall be as the Contract Documents are listed in this Section 1. Both parties are bound to and will abide by all terms and conditions of the Contract Documents.

- 2) **Scope of Work**: Contractor shall provide police vest and supplies for the Prince George’s County Police Department and other public safety agencies in accordance with the provisions and requirements stated in the County of Fairfax, Virginia Contract No. 4400005468.

## **AGREEMENT**

- 3) **Payment:** The County shall pay Contractor for the scope of work provided in accordance with the prices set forth in the County of Fairfax, Virginia contract.
- 4) **Term:** The term of this Agreement shall commence on the Effective Date and shall continue effect until September 30, 2023.
- 5) **Modifications to County of Fairfax, Virginia:** The terms, conditions, provisions, agreements, statements, rights and obligations in the County of Fairfax, Virginia and are further modified and superseded as negotiated and agreed by the parties, including without limitation, the modifications listed below:
  - a) All references to County of Fairfax, Virginia shall be interpreted as Prince George's County, Maryland.
- 6) **Indemnification:** Contractor shall indemnify, defend and hold harmless the County, its agents, officers and employees from and against any and all actual or alleged liability, claim or expense, including defense costs and legal fees, for damages of any nature whatsoever arising from or connected with Contractor's or Contractor's agents' performance, operations, goods and/or services provided under this Agreement, and if any judgment shall be rendered against the County in any such action, Contractor shall, at its own expense, satisfy and discharge same. This indemnity shall include, but not be limited to, claims for or by reason of any actual or alleged infringement of any United States patent, trademark or copyright or any actual or alleged trade secret disclosure. Contractor expressly understands and agrees that any performance bond or insurance protection required by this Agreement or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, defend and hold harmless the County as herein provided.
- 7) **Insurance Requirements:** The Contractor shall be required to provide Prince George's County, Maryland with evidence of its Contractor's commercial insurance coverage prior to execution of the contract for the following exposures:

WORKER'S COMPENSATION: An insurance policy complying with the requirements of the statutes of the jurisdiction(s) in which the work will be performed. The Contractor shall provide coverage for these exposures on an "if any basis. The coverage under such an insurance policy or policies shall have limits not less than:

Worker's Compensation: STATUTORY LIMITS

Employer's Liability: Each Accident	\$500,000
Disease Policy Limits	\$500,000
Disease - Each Employee	\$500,000

COMMERCIAL GENERAL LIABILITY INSURANCE (CGL): An insurance policy covering the liability of The Contractor for all work or operations under or in connection with this Project; and all obligations assumed by The Contractor under this Contract.

## **AGREEMENT**

Products, Completed Operations and Contractual Liability must be included. The coverage under such an insurance policy or policies shall have limits not less than:

BODILY INJURY AND PROPERTY DAMAGE LIABILITY \$1,000,000/\$3,000,000

PREMISES MEDICAL PAYMENTS \$5,000.00

PERSONAL INJURY I ADVERTISING \$1,000.000

Prince George's County, Maryland must be included as an additional insured under the general liability insurance coverage with respect to activities related to this Contract.

**MISC. PROFESSIONAL (ERRORS AND OMISSIONS) LIABILITY INSURANCE:**

A separate insurance policy to pay on behalf of the Contractor all costs the Contractor shall become legally obligated to pay as damages due to any claim caused by any negligent act, error or omission of the Contractor or any other person for whose acts the Contractor is legally liable arising out of the performance under this PROJECT WORK. The coverage under such an insurance policy shall have a limit of liability not less than: \$1,000,000 per claim and aggregate.

- 8) **Availability of Funds:** This Agreement shall be deemed executory only to the extent that appropriations are available for the purpose of this good and/or service. If the County is unable to secure appropriations at any time during the term of this Agreement, both parties shall have the right to terminate this Agreement upon thirty (30) days prior written notice. The County will pay for all goods and services provided under this Agreement up to the date of termination. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination.
- 9) **Termination For Convenience:** The performance of work under this Agreement may be terminated by the County upon thirty (30) days prior written notice, or such time as mutually agreeable to the parties, whenever the County shall determine that such termination is in the best interest of the County. The County will pay for all goods and services provided under this Agreement up to the date of termination. However, Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination and shall not be entitled to any damages or costs associated with such termination.
- 10) **Notices:** All notices, requests, reports, demands and other communications under this Agreement shall be in writing and shall be deemed to have been duly given: (i) immediately upon receipt if hand-delivered in accordance with the notice provisions of this Agreement; (ii) on the day after delivery to a nationally recognized overnight courier service, or (iii) on the fifth day after mailing, if mailed to the party to whom such notice is to be given, by registered or certified U.S. mail, return receipt requested, and, in all cases, if prepaid and properly addressed as follows:

## **AGREEMENT**

To County: Purchasing Agent  
Office of Central Services  
1400 McCormick Drive, Suite 336  
Largo, MD 20774

With Copies to: County Attorney  
Office of Law, Room 4100  
1301 McCormick Drive  
Largo, MD 20774

To Contractor: Safeware, Inc.  
4403 Forbes Boulevard  
Lanham, MD 20706

- 11) **Termination For Default:** If either party fails to fulfill its obligations under the Agreement properly and on time or otherwise violates any provision of this Agreement, the other party may terminate the Agreement by written notice to that party. The written notice shall specify the acts or omissions relied on as cause for termination. All furnished services provided by Contractor shall, at the County's option, become the County's property. The County shall pay Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to Contractor, Contractor shall remain liable after termination and the County may affirmatively collect damages or deduct from monies due Contractor on this or other County contracts. Damages may include excess procurement costs.
- 12) **Release of Information:** Contractor acknowledges that information it obtains from County in connection with any service it provides under the terms of this Agreement may be confidential. Contractor agrees that it will maintain the confidentiality of such information in accordance with its normal procedures for safeguarding customer information. During the term of this Agreement, Contractor may not release any information related to the services or performance of services under this Agreement, nor publish any reports or documents relating to the County, the account, or performance of services under this Agreement, without prior written consent of the County; except, however, Contractor may disclose information (i) that the County has approved by prior writing for disclosure; (ii) that is disclosed to its professional advisors or auditors; (iii) that becomes public other than through a breach of these confidentiality obligations; (iv) that was in its possession or available to it from a third party prior to its receipt of it in connection with any service; (v) which is obtained by it from a third party who is not known by it to be bound by a confidentiality agreement with respect to that information; (vi) as required or requested by any securities exchange or regulatory body to which it is subject to or submits; or (vii) as otherwise required to be disclosed by law or by legal or governmental process.

## **AGREEMENT**

- 13) **No Waivers:** No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.
- 14) **Non-Assignability:** This Agreement shall be deemed personal to the parties hereto and shall not be assigned, delegated or subcontracted without the prior written consent of the County.
- 15) **Contract Dispute Resolution:** All claims and disputes arising under this Agreement shall be handled in accordance with Sections 10A-104 and 10A-107 of the Prince George's County Code.
- 16) **Status of Parties:** The relationship of the parties to this Agreement is one of independent contractors and no partnership or joint venture is intended to be created. No party shall represent itself as the agent or employee of any other party.
- 17) **Compliance with Law:** Contractor shall comply with all applicable laws, orders and codes of the federal, state and local governments as they pertain to this Agreement.
- 18) **Findings Confidential:** Unless otherwise required by law, all of the reports, documents, information, data, materials, etc., provided to, received by, prepared by or assembled by the Contractor under this Agreement are owned by the County, confidential, and the same shall not be made available to any individual or organization without the prior written approval of the County.
- 19) **Governing Law\Venue\Severability:** This Agreement and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of Prince George's County and the State of Maryland, without regard to its conflicts of law principles. Any suit, action or proceeding seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement shall be brought in any federal or state court located in the State of Maryland, and each of the parties hereby consents to the jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such suit, action or proceeding and irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in any such court or that any such suit, action or proceeding which is brought in any such court has been brought in an inconvenient forum.
- 20) **Construction:** This Agreement shall not be construed against the party preparing it, but shall be construed as if the parties jointly prepared it and any uncertainty or ambiguity shall not be interpreted against any party. If any term or other provision herein is found to be unenforceable, invalid or illegal, such term or provision shall be deemed deleted from this Agreement, and the remainder of this Agreement shall not be affected or impaired thereby.

## **AGREEMENT**

- 21) **Authority:** Each party represents and warrants that it is fully authorized to enter into the terms and conditions of, and to execute and be bound by, this Agreement. The parties agree to use their best efforts promptly to execute and to effectuate the terms provided for herein. In addition, each person whose signature appears hereon warrants and guarantees that he/she has been duly authorized and has full authority to execute this Agreement.
- 22) **Binding Effect:** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 23) **Recitals:** The Recitals are expressly incorporated herein by reference.
- 24) **Entire Agreement:** This Agreement incorporates the entire understanding of the parties hereto and supersedes any and all prior agreements or understandings (written or oral) relating to the subject matter hereof. This Agreement can only be modified in a writing signed by duly authorized representatives of both parties hereto.
- 25) **Counterparts:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

*[Signature Page Follows]*

**AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the Effective Date written above.

**Safeware, Inc.**

By: *Mary Anne Petrenko*  
Name: Mary Anne Petrenko  
Title: Corporate Administrator

**PRINCE GEORGE’S COUNTY,  
MARYLAND**

By: *Barry L. Stanton*  
Barry L. Stanton (Sep 1, 2021 10:15 EDT)  
Barry L. Stanton  
Deputy Chief Administrative Officer for  
Public Safety & Homeland Security  
(Interim)

# CW16052 - Signed\_Contract Ready for Signature - Safeware Rider Agreement

Final Audit Report

2021-09-01

Created:	2021-09-01
By:	Nekesa Tucker (NJTucker@co.pg.md.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkWDqmoFG47b5NL64edBApBUxD6u9FTS

## "CW16052 - Signed\_Contract Ready for Signature - Safeware Rider Agreement" History

-  Document created by Nekesa Tucker (NJTucker@co.pg.md.us)  
2021-09-01 - 2:12:04 PM GMT- IP address: 162.247.192.3
-  Document emailed to Barry L. Stanton (blstanton@co.pg.md.us) for signature  
2021-09-01 - 2:12:53 PM GMT
-  Email viewed by Barry L. Stanton (blstanton@co.pg.md.us)  
2021-09-01 - 2:15:29 PM GMT- IP address: 104.47.65.254
-  Document e-signed by Barry L. Stanton (blstanton@co.pg.md.us)  
Signature Date: 2021-09-01 - 2:15:59 PM GMT - Time Source: server- IP address: 162.247.192.3
-  Agreement completed.  
2021-09-01 - 2:15:59 PM GMT



CITY OF FAIRFAX  
FAIRFAX, VIRGINIA  
14055 ARMSTRONG STREET  
FAIRFAX, VIRGINIA 22030

## **COOPERATIVE CONTRACT NO. 21007**

### **Public Safety and Emergency Preparedness Equipment and Related Services**

THIS Contract is made on the date of execution by the City, between Safeware, Inc. (hereinafter called the Contractor) with a principal place of business at 4403 Forbes Blvd., Lanham, MD 20706, and the City of Fairfax, Virginia ("the City"). The City and the Contractor agree as follows:

1. **CONTRACT DOCUMENTS**

The Contract Documents consist of this Contract, Exhibit A Fairfax County, VA contract 4400008468 for Public Safety and Emergency Preparedness Equipment and Related Services together with any amendments issued) (collectively, "Contract Documents" or "Contract"). This contract is established to ride a contract awarded to the Contractor by the County of Fairfax, VA and extended by the Contractor to the City on the same terms and conditions as the Contractor's agreement with the County of Fairfax, VA, and substituting the phrases "City Council of City of Fairfax, Virginia" or "City Council" as appropriate, for the phrases "County of Fairfax" wherever those phrases appear in the Contract Documents. Where the terms of this contract vary from the terms and conditions of the other Contract Documents, the terms and conditions of this contract shall prevail. The Contract Documents set forth the entire contract between the City and the Contractor.

2. **CONTRACT TERM**

The Work shall commence upon execution of this Agreement by the City and shall be continue until September 30, 2023, subject to any modifications as provided for in the Contract. The contract may be extended for five (5) additional one-year terms, contingent upon renewal by the County of Fairfax.

3. **SCOPE OF WORK**

The Contractor shall provide to the City a complete line of Public Safety and Emergency Preparedness Equipment and Related Supplies as negotiated in contract 4400008468.

4. **CONTRACT PRICING**

The City will pay the Contractor in accordance with the discounts, rates, and other service detailed in Pricing Schedule 4400008468.

5. **NON-APPROPRIATION**

All funds for payments by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City Council. In the event of non-appropriation of funds by the City Council for goods and services provided under this Contract or substitutes for such goods or services which are more advanced or more advanced in technology, the City will terminate the Contract, without termination charge or other liability to the City, 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 City shall not be obligated under this Contract beyond the date

of termination specified in the City's written notice.

6. **METHOD OF ORDERING**

The City may use two different methods of placing orders, either Purchase Order and City procurement cards. A purchase order will become part of the resulting contract and indicates that sufficient funds have been obligated as required by the Code of Virginia. Performance is not to begin until receipt of the purchase order or other notification to proceed.

7. **ORDERING TERMS**

These terms and conditions are incorporated by reference in the purchase order. These terms and conditions apply to purchases between the City of Fairfax and the contractor, unless otherwise modified in writing on the face of the PO.

- a. Goods or Services delivered must be strictly in accordance with contract and shall not deviate in any way.
- b. Purchase Order number shall be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
- c. A separate invoice for this purchase order or for each shipment thereon shall be rendered immediately following shipment. All copies shall be forwarded direct to department at invoice address shown.
- d. Deliveries against this contract must be free of excise or transportation taxes, excise tax exemption registration no. 54-73-0076k may be used when required.
- e. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material, whichever is the later. All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid.
- f. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.

8. **INVOICES**

City of Fairfax – Finance  
10455 Armstrong Street, Suite 312  
Fairfax, Virginia 22030

9. **DEFAULT**

In case of default by the successful bidder, or failure to deliver the supplies or services ordered by the time specified, the City after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.

10. **NO SUBSTITUTIONS**

No substitution, change or deviation shall be made without written authority from the City by Purchase Order Change. This Purchase Order/Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia.

11. **FAIR EMPLOYMENT**

Vendors and contractors providing goods to the City under this order herewith assure the City that they are conforming to the provision of the Civil Rights Act of 1964 as amended, as well as the Virginia Fair Employment Contracting Act of 1975 as amended, where applicable.

12. **IMMIGRATION REFORM AND CONTROL ACT**

The contractor does not, and shall not during the performance of the contract for goods and services in the City, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

13. **LICENSE REQUIREMENT**

A contractor 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 Title 13.1 or Title 50 or as otherwise required by law.

14. **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 vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

15. **DISPUTES**

Disputes shall be resolved in accordance with §2.2-4363 of the Code of Virginia.

16. **INDEMNIFICATION**

The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the City, and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "City" for purposes of this section) from and against any and all claims made by third parties or by the City for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, demands or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's acts or omissions of its employees and/or subcontractors, in performance or nonperformance of the Work called for by the Contract Documents.

17. **CHOICE OF LAW**

This contract and its terms, including, but not limited to, the parties' obligations under it, the performance due from each party under it, and the remedies available to each party for breach of it, shall be governed by, construed and interpreted in accordance with the laws of the Commonwealth of Virginia. Any jurisdiction's choice of law, conflict of laws, rules, or provisions, including those of the Commonwealth of Virginia that would cause the application of any laws other than those of the Commonwealth of Virginia shall not apply. Any and all disputes, claims and causes of action arising out of or in connection with this contract or any performance hereunder, shall be brought in the applicable court of Fairfax County, Virginia, or in the United States District Court, Eastern District of Virginia, Alexandria Division.

18. **LEGAL ACTION**

The contractor shall not institute any legal action until all statutory requirements have been met.

19. **INSURANCE**

Contractors performing work on City owned or leased facilities or property shall, during the entire term of the contract, maintain at a minimum, the insurance coverages listed below. The contractor and any



<b>Description</b>	<b>% Discount from Safeware &amp; Mallory's List Price</b>
Personal Protective Equipment (PPE)	41%
Explosive Device Mitigation and Remediation Equipment	41%
Environmental Monitoring	41%
CBRNE Search & Rescue Equipment	41%
Interoperable Communications Equipment	41%
Detection Equipment	41%
Decontamination Equipment	41%
Hazardous Materials Storage	41%
Spill Control and Containment	41%
Physical Security Enhancement Equipment	41%
Fire and Emergency Response	41%
Traffic Safety	41%
Facility Safety and Maintenance	41%
Fall protection and Confined Space	41%
Medical and First Aid Supplies	41%
CBRNE Reference Materials	41%
Automated External Defibrillators (AEDs)	41%
Ammunition/Less than Lethal Munitions	41%
Civil Disturbance Gear	41%
Dive Gear/Underwater Recovery/Water Safety	41%
Police Fleet Management Products	41%
Law Enforcement Software	41%
Public Safety Aviation – Helicopters	41%

<b>Description</b>	<b>% Discount from Safeware &amp; Mallory's List Price</b>
Public Safety Uniforms	41%
Vehicles	41%
Trainers and Training Equipment	41%
Vending Solutions	41%
Related Services	41%
Other Non-listed Public Safety, Law Enforcement and Fire Equipment	41%

The attached technical service, rental and training price lists are added and Contractor agrees that the pricing is the maximum rate and/or pricing allowed under this contract. In addition, pricing may be negotiated to a lower rate and/or price.

# Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Flow Testing	Posichek Bench Test for the following Manufacturer's; Avon, Draeger, MSA, Scott & Survivair	Repairs & Batteries Not Included, Onsite Service fees may apply	\$ 65.00	10%	\$ 58.50	ea
Flow Testing-Interspiro	Posichek 3 Bench Test for the following Manufacturer's; Interspiro	Repairs & Batteries Not Included, Onsite Service fees may apply	\$ 95.00	10%	\$ 85.50	ea
Hydrostatic Testing	Pressure testing up to 4500 psi, includes devalving & o-ring replacement	Excludes refill; Pick-up and delivery fees may apply	\$ 27.00	10%	\$ 24.30	ea
Cylinder Refill 4500 psi	Breathable air cylinders up to 4500 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	\$ 8.00	10%	\$ 7.20	ea
DOT Hydrostatic Testing	Hydrostatic testing 6000 lb	Hydro Testing	\$ 75.00	10%	\$ 67.50	ea
Cylinder Refill 6000 psi	Breathable air cylinders up to 6000 psi	Hazmat shipping fees apply to refilled cylinders, Pick-up & delivery fees may apply	\$ 32.00	10%	\$ 28.80	ea
Compressor Service 1 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluation, Parts & labor for 50hr preventative maintenance, (1) ea. Air sample, calibration & certification service. Additional repair fees not included.	\$ 2,470.00	10%	\$ 2,223.00	ea
Compressor Service 4 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed quarterly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	\$ 3,895.00	10%	\$ 3,505.50	ea
Compressor Service 12 & 50 Maintenance	Comprehensive maintenance service as per manufactures recommendations to include: Bauer, Eagle & Scott models	Operational evaluations performed monthly, Parts & labor for 50hr preventative maintenance, (4) ea. Air samples, calibration & certifications service. Additional repair fees not included.	\$ 5,415.00	10%	\$ 4,873.50	ea
Air Sample	Breathable Air Testing, Grade D Air Quality	Air Sample Draw	\$ 285.00	10%	\$ 256.50	ea

# Technical Services Rates

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Fit Testing , Qualitative	Respiratory Manual fit test service; Bitrex	Per Mask	\$ 45.00	10%	\$ 40.50	ea
Fit Testing, Quantitative	Respiratory Computer aided fit test service	Per Mask	\$ 45.00	10%	\$ 40.50	ea
Mask Cleaning	Cleaning & disinfecting of face mask only	Replacement parts not included	\$ 50.00	10%	\$ 45.00	ea
SCBA Cleaning	Clean, disinfect & inspection service includes Case	Replacement parts not included	\$ 95.00	10%	\$ 85.50	ea
Fire Hose Testing	Pressure Testing	Price per linear foot up to 4" hose	\$ 0.95	10%	\$ 0.86	LF
Fire Hose Repair	Nozzle & appliance repair	Call for Quote			\$ -	ea
Fire Hose Coupling Repair	Hose recouping	Call for Quote			\$ -	ea
Breather Box	Air Systems Breather Box service: Function test	(1) each Air sample certification & Calibration service	\$ 350.00	10%	\$ 315.00	ea
Level A Suit Testing	Pressure testing with annual certification	A Letter of decontamination certification must be attached to each suit prior to service	\$ 105.00	10%	\$ 94.50	ea
Evaluation	Evaluation Fee for Gas Detection service only- refused repair	Fee is waived if new instrument is purchased through Safeware	\$ 75.00	10%	\$ 67.50	ea
Calibration Service	Portable Gas Detection service to include preventative maintenance, calibration & software upgrades	Price based on standard 4 gas mix, Repair parts & labor not included	\$ 95.00	10%	\$ 85.50	ea
Fixed System Gas Detection	Preventative Maintenance , calibration & software upgrade	Price per sensor site; Onsite Service Fee will apply to this service, Repair parts & labor not included; Call for Quote			\$ -	ea
Emergency Shelter Cleaning Small	Clean & disinfect; less then 350 sq foot deployment area	Pick up & delivery fees not included	\$ 670.00	10%	\$ 603.00	ea
Emergency Shelter Cleaning Medium	Clean & disinfect; 351 to 499 sq foot deployment area	Pick up & delivery fees not included	\$ 950.00	10%	\$ 855.00	ea
Emergency Shelter Cleaning Large	Clean & disinfect, 500+ sq foot deployment area	Pick up & delivery fees not included	\$ 1,170.00	10%	\$ 1,053.00	ea
Fixed Fall Protection Systems	Design, install & training service for Horizontal Lifeline/fixed system	Call for Quote			\$ -	ea

Service Type	Description	Details	Unit Price	Discount	USC Price	Qty
Labor	Hourly Technician rate	Price per hour; billed in 15 minute increments	\$ 95.00	10%	\$ 85.50	ea
Rush Charge	Expedited repair service; per unit fee	Service is dependent upon part and technician availability. This charge is in addition to other applicable fees	\$ 100.00	10%	\$ 90.00	ea
Pick up/Delivery Fee	Per Occurrence Fee	Call for Availability	\$ 150.00	10%	\$ 135.00	ea
On-Site Service- Daily Rate	Customer site; per occurrence	Travel & accommodation fees not included. Please Call for availability	\$ 650.00	10%	\$ 585.00	ea
After Hour Response	After standard business hours: Emergency Hourly Response Fee	This charge is in addition to other applicable fees	\$ 125.00	10%	\$ 112.50	ea
Travel Rate	Hourly Travel Rate	Price per hour, per technician	\$ 95.00	10%	\$ 85.50	ea
Travel/ Lodging	Lodging Fee	Per night /Per technician	\$ 200.00	10%	\$ 180.00	ea
TRAVEL MILEAGE	Mileage Charge	Per Mile over 60 mile radius from Service Center	\$ 0.62	10%	\$ 0.56	ea
<b>PLEASE NOTE THAT ALL SERVICES MAY NOT BE AVAILABLE IN ALL LOCATIONS. ONSITE SERVICE FEES MAY APPLY TO SERVICES LISTED. CONTACT YOUR LOCAL SERVICE CENTER FOR DETAILS.</b>						
Standard or Expedited Shipping costs are not included. Some material may require hazardous material shipping. Other rental equipment available, call for information						

## 28. TRAINERS AND TRAINING EQUIPMENT

Training Equipment – 41% off List Price

Training Classes – 10% off List Price – see below

## 30. RELATED SERVICES

Classroom or Onsite Training	Published Price	Discount	USC Price
Half Day	\$ 975.00	10%	\$ 877.50
Full Day	\$ 1,500.00	10%	\$ 1,350.00
Travel Rate Half Day	\$ 487.50	10%	\$ 438.75
Travel Rate Full Day	\$ 750.00	10%	\$ 675.00
SET Public Order Training*	\$ 788.89	10%	\$ 710.00

\*SET Public Order Training - Foundation Course for Public Order & Crowd Management Policing (Basic/Intermediate) 4 day class. Price per student, minimum of 32 students per class.

### Training Classes:

- Aerial Work/Lift Platforms
- Back Safety
- Bloodborne Pathogens
- Bucket Truck Safety
- Chainsaw Safety
- Confined Space Entry Awareness
- Confined Space Entry Operations
- Confined Space Rescue
- Cranes, Hoists & Lifts
- Crane Safety Awareness
- Defensive Driver (National Safety Council Certification)
- Developing Effective Safety Action Teams
- Do Your Own OSHA Inspection
- Electrical Safe Work Practices
- Emergency Action Plans
- Evacuation Plans that Work
- Ergonomics Hazard Assessment
- Establishing a Safety & Health Committee
- Fall Protection Awareness
- Fall Protection Competent Person
- Fire Prevention & Fire Extinguishers
- First Aid CPR AED (National Safety Council Certification)
- Flagger Certification (National Safety Council Certification)
- Forklift Operator (industrial/warehouse)
- Forklift Train the Trainer
- Hand & Portable Power Tools
- Hazard Communication/Right to Know
- Hazard Identification
- Hazardous Materials Awareness (initial and refresher)
- Hazardous Materials Operations / Spill Response Team (initial and refresher)
- Hazardous Materials 24 Hour Technician (initial and refresher)
- Hazardous Waste Management (initial and refresher)
- Hearing Conservation
- High Voltage Electrical Safety
- Hoists & Overhead Cranes
- Job Safety Analysis/Job Hazard Analysis
- Ladder Safety
- Lead Safety
- Lockout/Tagout Electrical Safety (authorized, affected and other)
- Law Enforcement Public Order Civil Unrest
- Law Enforcement Public Order Command Foundation Course
- Machine Guarding
- Material Handling
- Mobile Cranes & Rigging
- NFPA70E
- OSHA 10-hour General Industry
- OSHA 10-hour Construction
- OSHA 30-hour General Industry
- OSHA 30-hour Construction
- OSHA Overview for HR Managers
- OSHA Recordkeeping Requirements
- Overhead Crane Operator
- Personal Protective Equipment

- Power Tool Safety
- PPE Hazard Assessments
- Respirator Fit-Tester Course
- Respiratory Protection
- Respiratory Protection Program Administrator
- Safe Lifting
- Safety Orientation Programs

- Scaffold User
- Scaffold Competent Person
- Slings and Rigging
- Spill Response Team Training
- TB & Airborne Pathogens
- Trenching & Excavation Competent Person
- Work Zone Safety Supervisor

**Training Classes Terms:**

Maximum quantity of student varies with course.

Customized classes available.

Basic Training material included.

Additional equipment may be required and is not included in the rates.

Travel and Accommodations not included.

Half-day minimum.

Training facilities provided by customer.

Some courses may require multiple days.