



REQUEST FOR QUOTES

RFQ No. Y-10179-VR
 Issue Date: October 15, 2020

County of York, Virginia
 CENTRAL PURCHASING
 120 Alexander Hamilton Blvd.
 Yorktown, VA 23690
 Phone: (757) 890-3680

<https://www.yorkcounty.gov/571/Central-Purchasing>

Title:	2020 or NEWER FORD ESCAPE SE SPORT AWD HYBRID “NO SUBSTITUTE”
Quotes Due:	WEDNESDAY, OCTOBER 28, 2020 AT 2:00 P.M. (EST)
Project Overview:	The County of York seeks an authorized Ford dealer to provide a 2020 or newer Ford Escape SE Sport AWD Hybrid as specified herein. At the county’s sole discretion, a Front Wheel Drive unit may be purchased.

The County of York, Virginia (the “County”) is seeking quotes from qualified firms (the “Bidder”, “Vendor” or “Contractor”) to furnish the goods and/or services described herein and quotes will be received at the office of Central Purchasing, County of York, Virginia, 120 Alexander Hamilton Blvd., Yorktown, VA 23690, through the due date and hour shown above (local prevailing time). **The Quote may be emailed to the Contract Officer named below.** There is NO public quote opening for this solicitation.

Pre-Quote Conference: A Pre-Quote Conference is NOT scheduled for this solicitation.

Questions: Questions or comments related to this solicitation shall be directed to the Contract Officer not later than 2:00 p.m. (est.) on October 22, 2020. All questions shall be submitted in writing (email is preferred). Telephone inquiries will not be accepted.

Contract Officer:	<u>Victor Robinson, Buyer-I</u> <u>victor.robinson@yorkcounty.gov</u>
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This solicitation is posted on eVA, Virginia’s eProcurement Portal (www.eva.virginia.gov) and is available for free download. A direct link to all York County solicitations on eVA is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting “Solicitations” from the left side bar. Offerors and potential subcontractors may communicate and collaborate using the B2B Connect tab on the eVA solicitation webpage.

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SECTION A
TERMS AND CONDITIONS

Rev: 01/28/2019

1. **ETHICS IN PUBLIC CONTRACTING:** All provisions contained in County of York, Virginia (“County”) Ordinance 18-12, inclusive of the Appendix, shall be applicable to all contracts solicited or entered into by the County. By submitting its quote, the bidder certifies that its quote is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Bidder, supplier, manufacturer or subcontractor in connection with its quote, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

The Bidder certifies that to the best of his knowledge, no employee of the County, nor any member thereof, nor any public agency or official impacted by the solicitation or resulting contract has any pecuniary interest in the business of the Bidder, and that no person associated with the Bidder has any interest that would conflict in any manner with the performance of the contract resulting from this solicitation.

2. **PROHIBITED CONTACTS:** **Direct contact with anyone other than the County of York, Virginia Central Purchasing, including other County departments or the County’s Contractors, regarding this RFQ is expressly forbidden except with the permission of the Contract Officer. Violation of this directive may result in a determination that the Bidder is ineligible for award.**
3. **SUBMITTAL OF QUOTE CONSTITUTES AN OFFER:** The submittal of a quote by a bidder is an offer to sell. Each quote is received with the understanding that the acceptance in writing by the County of the bidder to furnish any or all of the goods and/or services described therein, shall constitute a contract between the bidder and the County, which shall bind the bidder on his part to furnish and deliver the goods and/or services quoted at the prices stated and in accordance with the conditions of the accepted quote; and the County on its part to order from such bidder, except for causes beyond reasonable control; and pay for, at the agreed prices, all goods and/or services specified and delivered. The County’s written acceptance may take the form of a Purchase Order and/or a written Agreement/Contract.
4. **SUBMITTAL REQUIREMENTS:**
- a. All quotes shall be submitted with the quote number, date and time clearly marked on the outside of the envelope or package, or in the case of submittal by email with the RFQ Number and Title in the subject line. Quotes received in Central Purchasing after the due date and time specified on page one of the solicitation document may not be accepted or considered.
 - b. If Central Purchasing is closed for business at the time scheduled for quote submittal, regardless of reason, quotes will be accepted on the next business day of Central Purchasing, at the originally scheduled time.
 - c. All quotes shall be submitted on and in accordance with this form. Failure to return required documents and information specified herein may result in a determination that the quote is non-responsive. All costs associated with preparing a quote, including any mailing costs, are the Bidder’s responsibility.
 - d. The solicitation document as posted by Central Purchasing shall be considered the official copy. In the case of any inconsistency between RFQ documents submitted to the County, but not clearly listed on the exception page of the document as an exception by the bidder, the language of the official copy shall prevail. Furthermore, any exception or changes to the specifications made by the bidder may be cause to disqualify the quote from award consideration.
 - e. The County’ receipt of a quote is not to be construed as a determination that the quote is responsive, nor shall receipt of a quote be construed as an award or an order to provide goods or services.
 - f. All quotes must be signed by an officer or employee having the authority to sign on behalf of the firm.
 - g. The submittal of a quote by a Bidder certifies that they are not currently debarred or suspended by a local, state or federal government entity from doing business with that entity. If a debarment or suspension exists, supporting information shall be provided with the response. Suspension or debarment may disqualify the Bidder from award of a contract.

- h. Prices shall be stated in units of quantity specified. No additional charges shall be passed on to the County, including any applicable taxes, delivery, or surcharges. Prices quoted shall be the final cost to the County.
 - i. All prices and notations should be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the quote.
 - j. Prices shall be entered on and in accordance with the RFQ form. In case of an error in the calculation of cost based on multiple units of the same item, the unit price shall govern and the correct amount will be calculated by the County. In case of an error in the total cost, the individual line items shall govern and the summation will be calculated by the County.
 - k. The Terms and Conditions in this RFQ shall supersede any terms and conditions of the bidder's quote. Any additional conditions a Bidder intends to be considered must be submitted as part of the quote and be indicated on the RFQ Form. Such exceptions may result in the quote being determined non-responsive.
 - l. The Specifications, Scope of Work, Item Descriptions, etc. shall supersede any additional writings submitted by the Bidder. Such writings shall be clearly marked and noted by the Bidder on the exception page.
 - m. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of the manufacturer, brand make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the goods and/or services desired. The goods and/or services on which quotes are submitted must be of such character, quality and/or performance equivalence that it will serve as specified. In submitting quotes on goods and/or services other than as specified, bidder shall furnish complete data and identification with respect to the alternate goods and/or services they propose to furnish. Consideration will be given to quotes submitted on alternate goods and/or services to the extent that such action is deemed to serve the best interests of the County. If the bidder does not indicate the goods and/or services he proposes to furnish is other than specified, it will be construed to mean the bidder proposes to furnish the exact goods and/or services described.
 - n. The apparent silence of these specifications and any supplemental specifications as to any detail or the omission from the specifications of a detailed description concerning any point shall be regarded as meaning only the best commercial practices are to prevail and correct type, size and design are to be used. All interpretations of these specifications shall be made on the basis of this statement.
 - o. Bidders may request withdrawal of their quote from consideration due to error by giving notice not later than two business days after quotes are received. Work papers showing evidence of error(s) may be required. Upon request, administrative withdrawal procedures will be provided that shall be used for that purpose.
5. **ADDENDA:** Changes or supplemental instructions to this RFQ will be in the form of written Addenda. All Addenda will be made available in the same manner as the original RFQ. It is the Bidder's responsibility to check for Addenda prior to the quote due date and time to ensure that all addenda are received.

The County posts all solicitations anticipated to cost over \$10,000 and related addenda on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to all York County solicitations on eVA is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar.

All Bidders shall acknowledge receipt of Addenda with the quote. Acknowledgement of all Addenda shall be in the space provided on the RFQ Form or by returning a copy of each signed Addendum. If all Addenda are not acknowledged, the quote may be determined non-responsive.

6. **PUBLIC OPENING:** There is NO public opening for this solicitation. As soon as practical, the County posts tabulations on eVA, Virginia's eProcurement Portal. A direct link to all York County solicitations on eVA is available on Central Purchasing' webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>).
7. **AWARD:**
- a. Award shall be made to the lowest responsive and responsible bidder. When the terms and conditions of multiple contracts are so provided for in the RFQ, awards may be made to more than one bidder. If in the event only one quote is received and the Purchasing Agent in consultation with the using agency makes a determination that it

would not be in the best interest of the County to re-solicit the procurement, such determination shall be in writing and shall be provided to the approving authority when approval by other than the Purchasing Agent is required. In case of a tie, preference shall be given to goods, services, and construction produced in Virginia or provided by Virginia persons, firms, or corporations (with bidders situated within the County of York given first preference) if such a choice is available; otherwise the tie shall be decided by lot. Where all bidders are Virginia persons, firms, or corporations (or alternatively, if all bidders are non-Virginia persons, firms, or corporations), the tie shall also be decided by lot. See York County Ordinance 18-12, Section 3-14.

Unless canceled or rejected, a responsive response from the lowest responsible bidder shall be accepted as submitted; except if the quote from the lowest responsible bidder exceeds available funds, the Purchasing Agent may negotiate with the apparent low bidder to obtain a contract price within available funds.

- b. If the RFQ was posted to eVA, then a notice of award will be posted with the original solicitation on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to all York County solicitations on eVA is available on Central Purchasing webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar. If the RFQ was not initially posted on eVA, then there may not be a public posting of award.
 - c. A Bidder may protest the award or decision to award by submitting such protest in writing to the Purchasing Agent no later than ten (10) calendar days after the award or the announcement of the decision to award. No protest shall lie for a claim that the selected Bidder is not a responsible Bidder. The written protest shall include the basis for the protest and the relief sought.
 - d. The County reserves the right to reject any and all quotes, including if the County determines any of the quoted prices are significantly unbalanced to the potential detriment of the County, and to waive any informality, if it is determined to be in the best interest of the County.
8. **COOPERATIVE PURCHASE:** Except for construction or A&E services, the contract resulting from this RFQ may be extended to other public bodies, public agencies or institutions within the United States to purchase at contract prices and terms. Any public entity that uses the contract shall place its own order(s) directly with the Contractor(s). York County shall not be deemed a party to such contracts and shall not be responsible for placement of orders and payment or discrepancies of the participating jurisdictions. It is the bidder's responsibility to notify the jurisdictions of the availability of contract(s). Bidders who do not wish to extend the terms, conditions and prices to other public entities shall so indicate in their submittal.
9. **NOTICES AND COMMUNICATIONS:** Notices and communications related to the contract resulting from this RFQ shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by electronic means (e.g., email, facsimile). All notices related to contract award, modifications, renewals, and terminations will be handled through Central Purchasing. Central Purchasing primarily utilizes email for notices and communications including but not limited to delivery of Purchase Orders, contract renewals and contract amendments.

By signing the form included in this solicitation and set out in section 8 of the RFQ Form (Attachment A) with an original signature, and returning the signed solicitation document with your response in accordance with this solicitation's submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The County shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10. **AVAILABILITY OF FUNDS:** A contract shall be deemed in force only to the extent of appropriations available to each department for the purchase of such goods and/or services. The County's extended obligations on contracts that

include funding through successive fiscal periods shall be contingent upon actual appropriations for the successive periods (additional years).

11. **AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:**

Commonwealth of Virginia

All Bidders organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50, as amended, shall provide the identification number issued to it by the State Corporation Commission. Any Bidder 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, as amended, or as otherwise required by law shall include in the quote a statement describing why the Bidder is not required to be so authorized.

Any business entity that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its Certificate of Authority or Registration to Transact Business in the Commonwealth, if so required under Title 13.1 or Title 50, as amended, to be revoked or cancelled at any time during the term of the contract. The County may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section. Visit <https://www.scc.virginia.gov/> for more information.

County of York, Virginia

Businesses with whom the County does business shall comply with County of York, Virginia Business License requirements. Contact the Commissioner of the Revenue's office for requirements (757-890-3383).

12. **SMALL, WOMEN-OWNED MINORITY AND SERVICE DISABLED VETERAN-OWNED BUSINESS REQUIREMENTS:** The Central Purchasing office of the County of York, Virginia desires to facilitate the establishment, preservation, and strengthening of small businesses and businesses owned by women, minority individuals and service disabled veterans and to encourage their participation in the County's procurement activities. The County of York, Virginia encourages these firms to compete and encourages non-minority firms to provide for the participation of small businesses and businesses owned by women, minority individuals and service disabled veterans through partnerships, joint ventures, subcontracts, and other contractual opportunities. Bidders are requested to complete the SMB, WBE, MBE and SDV Business Requirements form contained herein and submit it with their quote.
13. **FAITH BASED ORGANIZATIONS:** The County of York, Virginia does not discriminate against faith based organizations.
14. **NON-DISCRIMINATION:** During the performance of this contract, the Contractor agrees as follows:
- a. It will not discriminate against any employees or applicants for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by federal or state law relating to discrimination in employment, except where one or more of these are a bona fide occupational qualification reasonably necessary to the normal operations 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 non-discrimination clause.

- b. The Contractor will be and state that he is an equal opportunity employer in all solicitations or advertisements for employees.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
 - d. The Contractor will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or Purchase Order of over ten thousand dollars (\$10,000) so that the provisions will be binding upon each subcontracted vendor.
15. **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 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 subcontracted vendor.

For the purposes of this subsection, "A 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 subsection, 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.

16. **PAYMENT TERMS:**

- a. Payment terms shall be "Net 30 Days" unless otherwise stated in the Bidder's quote or if otherwise negotiated. Alternate terms may be quote by Bidder for prompt payment of bills.
 - b. The payment terms stated herein must appear on the Contractor's invoice. Failure to comply with this requirement may result in the invoice being returned to the Contractor for correction.
 - c. Late payment charges shall not exceed 1% per month of the invoice amount due.
 - d. If quote by the Bidder, a payment discount period shall be computed from the date of proper receipt of a valid invoice, or from the date of acceptable receipt of the goods and/or services, whichever is latest.
 - e. Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the "Invoice To" address shown on the purchase order or contract. All invoices shall show the Purchase Order or Contract number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect quotes or discounts for payment in less than thirty (30) days.
17. **HOLD HARMLESS AND INDEMNIFICATION:** The following shall be deemed incorporated into any contract awarded as a consequence of this solicitation to the same extent as if fully set forth therein:

Should Contractor, or any of its subcontractors use any of County's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release County from and indemnify and save harmless County from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of County in permitting the use thereof.

The Contractor shall defend, indemnify and hold the County, and County's employees, agents, and volunteers, harmless, from and against any and all damage claim, liability, cost, or expense (including, without limitation, reasonable attorney's fees and court costs) of every kind and nature (including, without limitation, those arising from any injury or damage to any person, property or business) incurred by or claimed against the Contractor, its employees,

agents, and volunteers, or incurred by or claimed against the County, County's employees, agents, and volunteers, arising out of, or in connection with, the performance of all services hereunder by the Contractor, whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, or County, its employees, servants, or agents. This indemnification and hold harmless includes, but is not limited to, any financial or other loss, any adverse regulatory, agency or administrative sanctions or civil penalties incurred by the County due to the negligent, fraudulent or criminal acts of the Contractor or any of the Contractor's officers, shareholders, employees, agents, contractors, subcontractors, or any other person or entity acting on behalf of the Contractor. Unless otherwise provided by law, the Contractor indemnification obligations hereunder shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Contractor under worker's compensation acts, disability benefit acts, other employee benefit acts, or benefits payable under any insurance policy. This paragraph shall survive the termination of the contract including any renewal or extension thereof. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

The Contractor agrees to defend and save the County, its agents, officials, volunteers and employees, harmless from liability of any nature or kind, for use of any copyright, composition, secret process, patented or unpatented invention, goods and/or services or appliances furnished or used in the performance of the contract, or which the Contractor is not the patentee, assignee, or licensee, to the same extent as provided in the above paragraph.

18. **LAWS AND REGULATIONS:** The Contractor shall keep fully informed of all federal, state and local laws, ordinances and regulations that in any manner affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations.
19. **GOVERNING LAW AND VENUE:** This solicitation and any resulting contract are subject to the laws of the Commonwealth of Virginia and the ordinances and regulations established by the County of York. Any litigation with respect thereto shall be brought in the courts of the County of York, Virginia, or the United States District Court for the Eastern District of Virginia.
20. **RIGHTS UNDER ANTITRUST LAWS:** The Bidder assigns to the County any and all rights that it may have under the antitrust laws of the United States and the Commonwealth of Virginia in any way arising from or pertaining to the quote. This provision is remedial in nature and is to be liberally construed by any court in favor of the County.
21. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** The Bidder certifies that he/she does not and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ unauthorized aliens as defined in the Federal Immigration Reform and Control Act of 1986, as amended.
22. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the County.
23. **DEFAULT:** In event of default by the Contractor, the County reserves the right to procure the goods and/or services and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby.
24. **TERMINATION FOR CONVENIENCE:**

The County may terminate the contract without default when funds are not appropriated for the specified goods or services or when it is determined to be in the County's best interest without providing specific cause. The County will provide as much notice as it deems to be practical.

Either party may terminate the contract without penalty or financial obligation as of the conclusion of the initial contract term, or as of the completion of any renewal term, except that the parties remain liable for performance of all terms, conditions, and obligations through the date of termination. Written notice of termination shall be given to the other party a minimum of thirty (30) days prior to its effective date.

Contracts will not automatically renew. The parties will provide as much advance notice of renewal or non-renewal as is practical.

25. **TERMINATION FOR CAUSE:**

In the event that the Contractor shall for any reason or through any cause be in default of the terms, conditions, or obligations of the contract documents, the County may give the Contractor written notice of such default and terminate the contract. All terms, conditions, and obligations of the contract documents are considered material.

The County may, in its discretion, provide the Contractor an opportunity to cure the default, if curable, prior to termination. Unless a different duration is provided in the notice of default, or agreed upon by the parties in writing, the Contractor shall have fourteen (14) calendar days to cure the default from the date such notice is mailed to the Contractor unless notification is by facsimile or personal delivery, in which case the opportunity to cure shall commence upon delivery of the notice. Upon failure of the Contractor to cure the default, the County may immediately terminate the contract effective as of the mailing or delivery of the default notice. If the County terminates the contract, the Contractor shall remain liable for performance of all terms, conditions, and obligations through the date of termination. Termination by the County shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

In addition, failure of the Contractor to perform the obligations of the contract may result in debarment of the Contractor for a period of up to three years. Termination and/or debarment of the Contractor shall not constitute a waiver by the County of any other rights or remedies available to the County by law or contract.

26. **RIGHTS AND REMEDIES NOT WAIVED:** In no event shall a payment by the County to the Contractor, or the waiver by the County of any provision under this contract including any obligation of the Contractor, constitute or be construed as a waiver by the County of any other provision, obligation, breach of covenant, or any default which may exist under this contract on the part of the Contractor, and the making of any such payment by the County while any such breach or default exists shall not impair or prejudice any rights or remedies available to the County.
27. **SEVERABILITY:** If any provision of the Contract resulting from this RFQ or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this contract, or the application of such provision to persons or circumstances other than those which it is invalid or unenforceable, shall not be affected, and each provision of this contract shall be valid and enforced to the full extent permitted by law.
28. **INDEPENDENT CONTRACTOR:** The Contractor and any employees, agents, or other persons or entities acting on behalf of the Contractor shall act in an independent capacity and not as officers, employees, or agents of the County.
29. **CONFLICT:** In the event of a conflict between the contract documents, the following shall control:
- County issued Contracts take precedence over County issued Purchase Orders (if issued).
 - County issued Contracts take precedence over this solicitation's Contract Specific Terms and Conditions.
 - Contract Specific Terms and Conditions take precedence over a solicitation's Standard Terms and Conditions.
 - County issued document shall in all cases prevail over a Contractor supplied contract document, unless specifically agreed in writing by the County.
30. **NON-EXCLUSIVE CONTRACT:** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. The contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other sources.
31. **NON-EXCLUSIVE LICENSE – OWNERSHIP AND USE OF DOCUMENTS:**

The Contractor permanently and irrevocably assigns to the County a royalty-free, nonexclusive, non-transferable license for all documents and intellectual property, as well as all derivative works thereof, including but not limited to plans, specifications, designs, tracings, drawings, estimates, field notes, investigations, design analysis, reports, studies, and derivative works thereof, in any media now known or hereinafter discovered, which are prepared in the performance of the contract by the Contractor and by its sub-Contractors; such may be used, reproduced, distributed, and displayed by County, at its discretion. The license and all rights, which inure to the County shall survive the termination or disengagement of services of the Contractor or its sub-Contractors, or both, from the work, whether such termination or disengagement is involuntary or otherwise determined.

32. **RECORDS AND INSPECTION:** The Contractor shall maintain full and accurate records with respect to all matters covered under this contract, including, without limitation, accounting records, written policies and procedures, time records, telephone records, and any other supporting evidence used to memorialize, reflect, and substantiate charges or fees related to this contract. The Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the County and its employees, agents or authorized representatives after giving at least three (3) County business days' notice to the Contractor by the County. The County shall have access to such records from the effective date of this contract, for the duration of the contract, and for five (5) years after the date of final payment by the County to the Contractor pursuant to this contract or any renewal or extension of this contract. The County's employees, agents or authorized representatives shall have access to the Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits.
33. **ENTIRE AGREEMENT:** The contract resulting from this RFQ and any additional or supplementary documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. This contract shall not be modified, altered, changed or amended unless in writing and signed by the parties hereto.
34. **DEBRIEFING**

Bid and proposal records shall be open to public inspection only after award of the contract. Unless the County decides not to accept any bids or not to accept any of the proposals and reopen the contract, any bidder may be allowed to inspect the bid or proposal records after bid opening, and any offeror may be allowed to inspect the proposal records after the evaluation and negotiation of proposals are completed, and prior to award.

Inspection of the records shall be made available in the office of Central Purchasing for public review. Interested parties may request a review time during normal business hours, 8:15 a.m. – 5:00 p.m., Monday -Friday. The Purchasing Agent reserves the right to limit the duration of inspection reviews to not more than sixty minutes per review; multiple reviews are allowed. Until available to the public, no copy, photograph, or any other facsimile of a procurement record shall be allowed.

When the original solicitation was posted to eVA, a notice of decision to award or award will be posted on eVA, Virginia's eProcurement Portal (www.eva.virginia.gov). A direct link to York County solicitations on eVA is available on Central Purchasing's webpage (<https://www.yorkcounty.gov/571/Central-Purchasing>) by selecting *Solicitations* from the left side bar.

SECTION B
CONTRACT SPECIFIC TERMS AND CONDITIONS

Rev. 12/28/2018

1. **QUESTIONS:** Questions regarding this Request For Quotations (RFQ) must be received prior to the date and time posted on the cover page.
2. **CONTRACTOR QUALIFICATIONS:** Vendor shall have the capability in all respects to fully perform the services or provide the goods specified and have the experience necessary to assure good faith performance of the contract.
3. **METHOD OF AWARD:** The County will make a single award based on the **Base Bid Quote**, to the lowest responsive and responsible Bidder.
4. **CONTRACT MODIFICATIONS:** Any modifications made to the contract must be approved by the Central Purchasing office in advance.
5. **DELIVERY OF VEHICLE:** The time of proposed delivery must be stated in definite terms. Deliveries shall be made between the hours of 7 a.m. and 4:30 p.m. Monday through Friday, excluding County holidays and be made to: Public Works – Vehicle Maintenance at 201 Operations Drive, Yorktown, Virginia 23692.
6. **METHOD OF ORDERING:** Receipt of a Purchase Order constitutes the authorization to provide the goods or services specified on the order.
7. **QUANTITIES:** Upon mutual agreement, the County reserves the right to purchase additional units at the contract price during the manufacturer's 2020/21 production run.
8. **INVOICING:** The purchase order number shall be included on each invoice and packing slip. Failure to include this information will delay payment. Invoices shall be sent to the address specified on the County issued Purchase Order or Contract.
9. **PAYMENT:** Payment will be authorized following receipt of a valid invoice (including Purchase Order Number, Line Item Number(s), Description of Goods and Services, Unit Prices, Total Price) and delivery of goods or completion of services according to specifications and subject to inspection.
10. **EQUIPMENT:** Any equipment delivered must be standard new and unused equipment, latest model, except as otherwise specifically stated in the quote. Where any part or the normal accessories of equipment is not described, it shall be understood that all the equipment and accessories that are usually provided in the manufacturer's stock model shall be furnished.
11. **WARRANTY:** The Contractor warrants the goods/services furnished to be of the highest quality and be free from defects for a period of one year from the date of delivery or installation and shall carry the standard manufacturer's warranty. If installed, the warranty shall include parts, labor and all return delivery costs. Replacements and repairs shall be made by the Contractor at no cost and to the satisfaction of the County.
12. **TESTING/INSPECTION:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

**SECTION C
SPECIFICATIONS**

PURPOSE: The purpose of this Request For Quotes (RFQ) is to solicit quotes to furnish/provide a 2020 or newer Ford Escape SE Sport AWD Hybrid [NO SUBSTITUTES] -- delivered to the Department of Public Works - Vehicle Maintenance.

(Must be on the lot - No builds)

2020 OR NEWER FORD ESCAPE SE SPORT AWD HYBRID

All Wheel Drive

All Weather Mats

Reverse Sense

One Extra Key Fob

Exterior Color: Oxford White

Interior Color: Sandstone

Bid Alternatives

Front Wheel Drive

Exterior colors if White is not available: Magnetic, Ingot Silver

Interior Color: Ebony

Vehicle Requirements

- Title shall be made to "County of York, Virginia"
- Manufacturer's Statement Of Origin (MSO) must accompany vehicle at delivery.
- Vehicle must have pre-delivery inspection and current Virginia State Inspection.
- A Certificate of Origin And Form No 17 must accompany each vehicle at delivery.
- Dealer service prior to delivery shall include complete in-service check of engine, transmission, all accessories and front end alignment.

No deletion of standard equipment allowed.



ATTACHMENT A QUOTE FORM

(Completed Form Shall Be Submitted as Quote Cover Pages)

Quote Number:	Y-10179-VR
Quote Name:	2020 OR NEWER FORD ESCAPE SE SPORT AWD HYBRID.
Due Date and Time:	WEDNESDAY, OCTOBER 28, 2020 AT 2:00 P.M. (EST)

BIDDER INFORMATION	
Firm Name	
Mailing Address	
Payment Address (if different from Mailing Address)	
Firm Telephone Number	(_____) _____ - _____
Federal Employer Identification Number (FEIN)	_____ - _____
Social Security Number (only if a FEIN is NOT provided)	_____ - _____ - _____
Representative Name/Title	
Representative Telephone Number	
Representative Email Address	

1. **QUALIFICATIONS:**

Indicate the length of time the company has provided the type of good(s) and/or service(s) required for this contract.

_____ years _____ months

2. **DELIVERY:** Bidders MUST insert a definitive time frame IN CALENDAR DAYS, within which delivery will be made after receipt of order (ARO). Delivery in _____ days.

3. **PAYMENT TERMS:**

- "Net 30"
- Other, Specify** _____

If payment terms are not specified above, then the terms shall be "Net 30 Days".

4. **ADDENDA:** Bidder hereby acknowledges receipt of and incorporation of all requirements of any addenda issued for this RFQ:

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

5. **EXCEPTIONS:**

Indicate if exceptions are requested by acknowledging the appropriate statement below, as applicable:

- Bidder understands and agrees to all terms, conditions, requirements, and specifications stated herein.
- Bidder takes exception to terms, conditions, requirements, or specifications stated herein Bidder must itemize all exceptions below (attach additional pages if necessary):

The following exceptions are noted: _____

Exceptions taken from the stated terms and/or specifications may be cause for quotes to be deemed "non-responsive".

6. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA

Virginia State Corporation Commission (“SCC”) registration information: The undersigned firm:

- is a corporation or other business entity with the following SCC identification number:
_____, OR
- Is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust, OR
- Is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the firm in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from firm’s out-of-state location), OR
- Is an out-of-state business entity that is including with this quote an opinion of legal counsel which accurately and completely discloses the undersigned firm’s current contracts with Virginia and describes why those contracts do not constitute the transaction of business in Virginia within the meaning of Section 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia, OR
- Currently has pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wishes to be considered for a waiver to allow the firm to submit the SCC identification number after the due date for quotes (The County reserves the right to determine in its sole discretion whether to allow such waiver).

Note: The “Firm Name” as submitted in response to this solicitation should exactly match the name registered with the state for the above specified SCC identification number. Inconsistencies may result in rejection of your submittal.

7. ANTI-COLLUSION CERTIFICATION

The undersigned certifies that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a quote for the same product and that this quote is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Bidder understands collusive quoted is a violation of Federal law and that any false statement hereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages. The Bidder also understands that failure to sign this statement will make the quote non-responsive and unqualified for award.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

8. **AUTHORIZATION TO UTILIZE DIGITAL SIGNATURES**

By signing below with an original signature, and returning this document with your response in accordance with this solicitation’s submittal requirements, you agree that original signatures transmitted and received via facsimile, email or other electronic transmission of a scanned document (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such electronic transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The COUNTY shall determine legibility and acceptability for public record purposes. An Agreement or other communications resultant from this solicitation may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

(This form must be signed. All signatures must be original and not photocopies.)

9. **QUOTE AUTHORIZATION**

In accordance with the term conditions and specifications of this RFQ, the undersigned agrees to furnish any or all of the items and/or services at the prices quoted, at the price set opposite each item, to be delivered within the specified timeframe and to the specified place. The undersigned acknowledges that **the quote is valid for a period of 90 days** from the due date and certifies he/she has read, understands, and agrees to all terms, conditions, and requirements of the RFQ, and is authorized to contract on behalf of firm named below.

This form must be signed by an authorized person of the firm. If the firm is a partnership, the signature of at least one of the partners must sign, using the term “member of the firm” or “general partner”. If the firm is an LLC, the quote must be signed by a “member”, or by the “manager” if the LLC is manager-led. If the firm is a corporation, then the signatory must be listed by the SCC as an officer of the firm, except that an authorized employee may sign if a notarized Resolution of the Board of Directors of the firm states that the signatory is authorized in the name of and on behalf of the corporation to sign this quote and any resulting contract (Resolution should be included with the quote submittal; see attached). Please note that for the resultant contract, the County will require a resolution or some indication of authority for a signature by anyone other than the president or a VP).

All signatures must be original and not photocopies.

Firm Name: _____

Print Name: _____ Title: _____

Signature: _____ Date: _____

The following form is to be completed and returned with the quote only when applicable, per section 9 "Quote Authorization" requirements stated above.

RESOLUTION OF THE BOARD OF DIRECTORS OF

(Insert Name of Corporation)

At a meeting of the Board of Directors of the corporation held pursuant to due notice in the offices of the corporation at _____, on the _____ at _____, a quorum being then and there present, the following resolution was proposed and adopted:

RESOLVED that _____ shall be authorized in the name of and on behalf of the corporation to execute a quote in response to COUNTY OF YORK, VIRGINIA (COUNTY) RFQ Y-10179-VR, 2020 or Newer Ford Escape SE Sport AWD Hybrid and any resultant agreement between _____

and COUNTY OF YORK, VIRGINIA (COUNTY) for goods and/or services as provided for in the above specified COUNTY RFQ and to execute any and all documents required by said COUNTY in connection therewith or necessitated thereby;

BE IT FURTHER RESOLVED that a Staff Member of the corporation be and hereby is authorized to affix and attest the corporation's seal to said agreement and any and all such other documents; and any and all actions heretofore taken by the corporation and/or its officers or agents or any of them with respect to the foregoing are hereby approved, ratified and confirmed.

----- CERTIFICATE -----

I, the undersigned, _____ of _____ do hereby certify that the foregoing Resolution was adopted at the meeting aforesaid, conducted pursuant to due and lawful notice to all members of the Board of Directors of the corporation and in accordance with law and the articles of incorporation and bylaws of the corporation, at which meeting a quorum was at all times present. I also certify that said Resolution has not been amended, modified or rescinded and is still in effect. I further certify that _____

whose name is signed to the document or documents described in the Resolution, did lawfully hold employment with the corporation on the date of execution of such document or documents.

Staff Member Signature

COMMONWEALTH OF VIRGINIA

_____ OF _____, to-witt: "County", "County", "Town" County, County, Town

I, _____, A Notary Public for the Commonwealth of Virginia at large, whose Commission expires _____, 20____, do hereby certify that _____ whose name is signed to the above writing, personally appeared before me in the aforesaid in the Commonwealth of Virginia and, after being by me first duly sworn, did say that he/she is the Staff Member of _____

(Insert Name of Corporation)

That the facts set forth in said writing is true.

**Given under my hand this _____ day of _____, 20____.

Notary Public

*NOTE: Date must not be earlier than date of applicable agreement.

COOPERATIVE PURCHASING: Bidder will extend terms, conditions and prices to other jurisdictions.

- Yes
- No

10. **BIDDER'S CHECKLIST:**

This checklist is provided to assist Bidders in submitting a responsive quote and may not be inclusive of all solicitation requirements. Bidders are expected to carefully read the entire quote document prior to submitting a quote:

- Completed and Signed Quote Form (Attachment A)
- Completed Price Page (Attachment B)
- Completed SWAM Form (Attachment C)
- Completed W-9 (Attachment D)

**ATTACHMENT B
PRICE PAGE**

(Completed Form Shall Be Submitted with the Quote)

BIDDER NAME: _____

Base Bid

Ford Escape SE Sport AWD Hybrid, as specified in this solicitation RFQ Y-10179-VR.

Complete the following:

1. Is vehicle All Wheel Drive? _____
2. Is vehicle “on the lot” (Not a build-out)? _____
3. Will vehicle, with all specified requirements, be delivered within ten days of receipt of Purchase Order? _____
4. Circle Color to be provided:

Exterior:	Oxford White	Magnetic Ingot Silver
Interior:	Sandstone	Ebony

Base Bid Quote: \$ _____

Alternate Bid

Ford Escape SE Sport FWD Hybrid, as specified in this solicitation RFQ Y-10179-VR.

Complete the following:

1. Is vehicle Front Wheel Drive? _____
2. Is vehicle “on the lot” (Not a build-out)? _____
3. Will vehicle, with all specified requirements, be delivered within ten days of receipt of Purchase Order? _____
4. Circle Color to be provided:

Exterior:	Oxford White	Magnetic Ingot Silver
Interior:	Sandstone	Ebony

Alternate Bid Quote: \$ _____

All prices shall be F.O.B. Destination: Freight, delivery costs, fuel, and incidental charges shall be included.

ATTACHMENT C

**SMALL, WOMEN-OWNED, MINORITY, AND SERVICE DISABLED
VETERAN-OWNED BUSINESS REQUIREMENTS**

Rev: 06/07/2019

This form may be submitted with the bid or be submitted prior to award.

BIDDER/OFFEROR NAME: _____

It is an important business objective of Central Purchasing to promote the economic enhancement of small businesses (SBE), women-owned businesses (WBE), minority businesses (MBE), and service disabled veteran-owned small business (SDV), collectively known as SWAM. The success of the County to track the amount of business received by SWAM firms (whether as a prime contractor or a subcontractor) is dependent upon the business community partnering with us in this important endeavor.

If you are a SWAM firm please check one of the following boxes:

SBE **WBE** **MBE** **SDV**

BIDDER/OFFEROR'S RESPONSIBILITIES:

- A. Affirmative Steps:** Bidders/Offerors shall take affirmative steps bids/proposals to encourage participation in projects by SWAM firms. Such efforts may include, but are not limited to: the establishment and maintenance of a current solicitation list of small, women-owned, minority, and service disabled veteran recruitment sources, and assure SWAM firms are solicited once they are identified; when feasible, segmenting total work requirements to permit maximum SWAM participation, and establish delivery schedules to encourage SWAM participation; and assuring that SWAM firms are solicited whenever they are potential sources of goods or services, including using the services and assistance of the Small Business Administration (SBA) and the Department of Small Business and Supplier Diversity of the Commonwealth of Virginia (DSBSD).
- B.** In the spaces below, report the anticipated SWAM firms that you intend to subcontract with if a contract is awarded to your firm. ***This information may be submitted with their bid/proposal or prior to award.***

<u>Company Name:</u>	<u>Work to be subcontracted to SWAM firms</u>
_____	_____
_____	_____
_____	_____
_____	_____

Offerors and potential subcontractors are encouraged to communicate and collaborate using the B2B Connect through the B2B Connect tab on the solicitation webpage on eVA.

ATTACHMENT D

<p>Form W-9 (Rev. November 2017) Department of the Treasury Internal Revenue Service</p>	<p>Request for Taxpayer Identification Number and Certification</p> <p>▶ Go to www.irs.gov/FormW9 for instructions and the latest information.</p>	<p>Give Form to the requester. Do not send to the IRS.</p>
---	---	---

<p>Print or type. See Specific Instructions on page 3.</p>	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <hr/> <p>2 Business name/disregarded entity name, if different from above.</p> <hr/> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <hr/> <p>6 City, state, and ZIP code</p> <hr/> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
or					
Employer identification number					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; border: 1px solid black; text-align: center;">-</td> <td style="width:70%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.