

TOWN OF VIENNA

MEMORANDUM

TO: Michael Gallagher, Director of Public Works
FROM: David Stephens, Acting Vehicle Maintenance Superintendent *IDS*
CC: Gina Gilpin, Purchasing Agent; Katrina Pruitt, Public Works Assistant;
David Donahue, Deputy Director of Public Works
DATE: October 6, 2017
SUBJECT: Vehicle Replacement #69

Due for replacement according to the Vehicle Replacement Program is pickup truck #69, under the Water & Sewer Division on page 9. Sheehy Ford, has been awarded the eVa contract #E194-77834 for 4X4 Compact SUV.

I recommend we purchase one 2018 Ford Escape SE from the eVa contract with the following options.

2018 Ford Escape SE	\$20,839.52
Delivery Charge	208.80
Total Unit	\$21,048.32

The VRP estimated cost is \$20,557; the actual cost is \$21,048.32.

Water & Sewer Division															
Vehicle #	Description	Age	Useful Life	Mileage	Cost Per Mile	FYE 2018	FYE 2019	FYE 2020	FYE 2021	FYE 2022	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027
30	1 Ton	5	15 years	13,020	0.8058										
31	Utility Truck	4	12 years	16,222	0.7133									75,589	
35	Pickup	7	12 years	44,042	0.4141							39,300			
40	SUV	1	8 years	453	0.6266								31,051		
43	Pickup	9	10 years	51,807	0.3009			22,132							
44	Pickup	4	10 years	8,943	0.2640							25,537			
46	Pickup	11	10 years	98,823	0.3499	20,430									
47	Pickup	6	10 years	57,427	0.3167		26,250								
49	Sewer Jet	12	15 years	16,837	4.8375				466,430						
66	Sewer Rodder	10	10 years	33,815	0.7257	80,000									
67	TV Van	15	15 years	28,600	0.8959	83,155									
69	Pickup	14	10 years	75,106	0.3449	20,557									
71	Pickup	3	6 years	14,553	0.2843				30,557						37,608
86*	2 Ton	12	12 years	47,453	0.7819										
89	2 Ton	9	12 years	34,256	0.7312					120,542					
216	Air Comp.	1	14 years	0	-										
260	Backhoe	3	12 years	897**	5.3805										182,298
274	Light Tower	9	20 years	140**	7.5663										
277	Roller	15	12 years	346**	17.1449			52,528							
278	Trailer	15	12 years	-											
Water & Sewer Totals						204,142	26,250	74,660	496,986	120,542	0	64,837	31,051	75,589	219,906

* Replacement is on order

** Hours

THIS SPREADSHEET IS SOLEY FOR REFERENCE/INTERNAL PURPOSES. PLEASE ENTER ALL ORDERS THROUGH THE eVA PUNCH OUT CATALOG

COMMONWEALTH OF VIRGINIA					
CONTRACT # E194-77834 ESCAPE SE, 4X4		FORD SHEEHY	\$ PRICE	QTY.	
FORD					
1	Ford Escape SE, 4x4, (4) door compact SUV, 5-passenger, 4WD, Ecoboost Engine, 6 speed automatic, cloth seats	1.5L (U9G/200A)	\$ 20,839.52	1	\$ 20,839.52
2	Additional Delivery Charges -(Note: 50 Miles are included in the base price of each vehicle.) Only enter miles greater than 50. The spreadsheet will auto calculate the mileage by the qty of vehicles ordered.	n/a	\$ 1.80	116	\$ 208.80
INCLUDED OPTIONS					
3	1.5L Ecoboost 4 Cyl engine (Included)	998			
4	6 speed selectshift automatic transmission (Included)	STD			
5	Back-up Camera system (Included)	STD			
6	SYNC - bluetooth (Included)	STD			
ADDITIONAL OPTIONS					
A1	Floor Mats - Delete carpet floor mats for vinyl floor covering option	50C	\$ 124.92		\$ -
A2	Window Glass Add Privacy Glass (rear doors, quarter windows and rear windows)	STD			
A3	Locks - keyless remote entry (2 sets keys included in base price)	STD			
A4	Towing - Towing package: Class III/IV receiver, trailering hitch platform and 7-pin sealed connector (requires rear step bumper - included)	534	\$ 494.66		\$ -
A5	Service Manual - Add one complete set of new vehicle Service Manuals with wiring diagrams for the current model year. (Service Manuals may be provided on CD)	HELM	\$ 240.99		\$ -
INTERIOR COLOR (must choose one)					
IC 1	Charcol Black	KB	STD		
IC 2	Medimum Light Stone	KL	STD		
PAINT COLOR OPTIONS (must choose one)					
P1	Oxford White	YZ	STD	1	
P2	Blue Metallic	FT	STD		
P3	Shadow Black	G1	STD		
P4	White Gold Metallic	GN	STD		
P5	Lightening Blue Metallic	N6	STD		
P6	Ingot Silver	UX	STD		
P7	Cinnamon Glaze Metallic	EC	STD		
(No other options available unless approved by DGS/DPS Contract Manager)					
Total Cost for each Base Vehicle plus Mileage & Options				1 ea	\$ 21,048.32
Column Totals for All Base Vehicle Plus Options				1	\$ 21,048.32

CONTRACT E194-77834
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SHEEHY FORD
FORD ESCAPE SE, 4X4

1. SCOPE OF CONTRACT

This is a Contract between the Division of Purchases and Supply, Department of General Services, acting as an agent of the Commonwealth of Virginia ("Commonwealth" or "Department of General Services" or "DGS" or "Division of Purchases and Supply" or "DPS") and Sheehy Ford (the "Contractor" or "Sheehy"), for the purchase of Compact Size Sport Utility Vehicles (SUVs) (Ford Escape), pursuant to the Commonwealth's Invitation for Bid #E194-2087, dated 7/26/17 (the "IFB") and the Contractor's proposal, dated 8/7/17 in response thereto.

2. INTERPRETATION OF CONTRACT

As used in this Contract, "product" and "deliverables" shall include all related materials and documentation developed and provided in the performance of Contract, whether in machine-readable or printed form, and produced or provided pursuant to this Contract, or any order resulting from this Contract.

Headings are for reference purposes only and shall not be considered in construing this Contract.

The documents comprising this Contract, and their order of precedence in case of conflict, are: (1) this Contract, consisting of terms and conditions included herein, including all Attachments hereto; (2) all executed orders and Attachments referencing the Contract (3) the IFB #E194-2087; and (4) the Contractor's proposal submitted in response to the IFB. The foregoing documents represent the complete and final Contract of the parties with respect to the subject matter of this Contract.

If any term or condition of this Contract is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Contract shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

3. AUTHORIZED USERS

This contract is the result of a competitive solicitation and its use is Mandatory for all STATE AGENCIES and Optional for other public bodies and entities authorized to use the contract by the Code of Virginia § 2.2-1120(D), to include private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

4. TERM

The initial Contract term shall be effective from 8/15/17 through 8/14/18. All orders and related documents shall survive the period of performance stated in this section until such time as all orders (executed prior to the expiration date of the Contract) have been completely performed.

5. RENEWAL OF CONTRACT

The Contract may be renewed for up to four (4) additional one (1) year successive periods under the terms and conditions of the original contract and upon mutual written agreement between the parties. Written notice of the Commonwealth's intention to renew shall be given approximately ninety (90) days prior to the expiration date of each contract period, of the Commonwealth's intent to renew the Contract.

6. PRICE ESCALATION-DE-ESCALATION

Discounts are to be considered the minimum for the entire term of the resulting contract. List price may be negotiated on an annual basis only at the time of renewal. Price adjustments and/or discount adjustments may be permitted for changes in the contractor's cost of materials or services. The Producer Price Index of the United States Department of Labor, Bureau of Labor Statistics, Passenger Cars WPS#141101 will be used by the Commonwealth as a guide in reviewing any Rate/Price increase requests. Price escalation may be authorized annually only at the time of contract renewal and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

The contractor shall document the amount of any general change in the price of materials. Documentation shall be supplied with the contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the contractor by the contractor's suppliers. All changes in the prices and / or discounts applicable to the Commonwealth must be approved in writing by the Division of Purchases and Supply prior to implementation by the contractor(s).

The purchasing office will notify the using agencies and contractor in writing of the effective date of any increase which it approves. However, the contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

7. ADDITION/DELETION OF SERVICES

In the event that the Contractor wishes to add additional options to the contract, the Contractor shall submit such request to Department of General Services – Division of Purchases and Supply, Dennis Donahue for review at dennis.donahue@dgs.virginia.gov. Additional options are not authorized until approval is received from DGS/DPS, in writing, and have been added to the contract document.

8. VENDORS MANUAL

This Contract is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any

changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.

9. APPLICABLE LAWS AND COURTS

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the Contractor are encouraged to resolve any issues in controversy arising from the award of the Contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

10. ANTI-DISCRIMINATION

The Contractor certifies to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every Contract over \$10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each Subcontractor or vendor.

11. ETHICS IN PUBLIC CONTRACTING

The Contractor certifies that the Contract has been entered into without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have 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.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By entering into a written Contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the Contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

13. DEBARMENT STATUS

Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by the original solicitation or any resulting contract. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

14. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

15. PAYMENT

A. To Prime Contractor:

1. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
2. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
3. All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the *Virginia Debt Collection Act*.
5. **Unreasonable Charges.** Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

B. To Subcontractors:

1. Contractor is hereby obligated:
 - a. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the Subcontractor(s) under the Contract; or
 - b. To notify the agency and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
2. The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one (1) percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in B.1.b above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of the Commonwealth.
3. Each prime Contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from Subcontractor default) with the SWAM procurement plan. Final payment under the Contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages Contractors and Subcontractors to accept electronic and credit card payments.

16. QUALIFICATIONS OF CONTRACTOR

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods. The Commonwealth reserves the right to inspect, without advance notice, Contractor's physical facilities at any time during

the initial term and any subsequent renewal periods, to satisfy questions regarding the Contractor's capabilities.

17. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

18. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

19. CHANGES TO THE CONTRACT

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

- A. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
- B. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one (1) of the following methods:
 1. By mutual agreement between the parties in writing; or
 2. By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 3. By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth

of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

20. DEFAULT

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

21. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

22. 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, 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.

23. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the Contractor employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific Contract is not in its best interest. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative

provider.

24. AVAILABILITY OF FUNDS

It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this contract.

25. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH

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 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the Contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

26. FINANCIAL WARRANTY

Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract is always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Throughout the term of this Contract, if Contractor (or any affiliate) makes a better financial deal available to a public body in Virginia for any good(s)/service(s) available under this Contract, Contractor shall immediately notify the Commonwealth of the details and, at the Commonwealth’s option, sign an amendment to this Contract, so that an equivalent financial deal for the affected good(s)/service(s) is also available as an option under this Contract. Contractor may request exemption if the better financial deal was for a spot purchase, and the Commonwealth shall grant such request if the Commonwealth in good faith finds that the spot purchase involved special circumstances affecting cost that would make it unfair to apply an equivalent financial deal outside of that spot purchase. Upon the Commonwealth’s request (and annually), Contractor shall submit an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to the Commonwealth or others the financial terms made available to the public body, and upon request from the Commonwealth, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and the Commonwealth. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the Contractor

27. AUDIT

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

28. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so denoted below, or their duly authorized designees. No modifications to this contract shall be effective unless in writing and signed by the duly authorized representative of both parties, delineated below. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing.

Authorized Representatives:

COMMONWEALTH OF VIRGINIA

Dennis Donahue
1111 East Broad Street
Richmond, VA 23218
Tel.: 804-786-5410
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

SHEEHY FORD

Leah Arnold
641 Johnston Willis Drive
Chesterfield, VA 23236
Tel.: 804-419-1381
Fax: 804-378-3685
Email: leaharnold@sheehy.com

UNDER NO CIRCUMSTANCES SHALL ANY AUTHORIZED USER OR OTHER ENTITY HAVE THE AUTHORITY TO MODIFY THIS CONTRACT WITHOUT WRITTEN CONSENT OF THE AUTHORIZED REPRESENTATIVES.

29. PROMOTIONAL DISCOUNTS

For any special or promotional sale prices, reductions, or other discounts provided to any Authorized User eligible to use this Contract, Contractor shall immediately extend and provide notification of such sale prices or discounts to the Commonwealth and all other Authorized Users during the term of the Contract. Such notice shall also advise the duration of the specific sale or discount price. The Contract Officer shall be provided notice in advance of any such promotional discount being extended to any Authorized User that is eligible to utilize this Contract.

30. EXTRA CHARGES NOT ALLOWED

Pricing for all Equipment covered under warranty/maintenance that is being returned as a furnish and install as a result of a return from the manufacturer or depot service, repair or replacement shall include complete delivery and installation and ready for the Commonwealth's or Authorized User's use and include all applicable freight and installation charges; extra charges shall not be allowed.

31. FINAL INSPECTION

At the conclusion of work, for any equipment being returned as a furnish and install upon return of equipment under warranty/maintenance from manufacturer or depot service, repair or replacement, Contractor shall demonstrate to the Authorized User's representative that the equipment or work is fully operational and in compliance with OEM or contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense, prior to final acceptance of the equipment or the work by an Authorized User.

32. PRODUCT AVAILABILITY / SUBSTITUTION

Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contact Officer or the Authorized User. An Authorized User may, at its discretion, require the Contractor to provide a substitute item of equivalent or better quality subject to their written approval, for a price no greater than the Contract price, if the product for which a Contract Order was issued becomes unavailable to the Contractor.

33. MAINTENANCE MANUALS

As necessary in the performance of equipment under this Contract, or as otherwise appropriate, Contractor shall provide with each piece of equipment owner's manual, and a copy of all warranties.

34. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT

By their signature on this Contract, Contractor certifies and warrants that their firm, and any individual employees and/or subcontractor(s) is/are properly certified and/or licensed by the appropriate federal, state, or other regulatory authorities to provide all goods/services specified or fulfill the requirements delineated herein.

35. PRIME CONTRACTOR RESPONSIBILITIES

The Contractor shall have prime responsibility for completely and solely supervising and directing all work performed, goods provided and/or services provided under this Contract, and for all subcontractors the Contractor may utilize. Subcontractors that perform work under this Contract shall be responsible to the prime contractor. Contractor agrees that it shall be fully and solely responsible for the acts and omissions of its subcontractors and of any persons employed by them as he is for the acts and omissions of his own employees.

36. EVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS

The Contract will result in multiple purchase order(s) with the eVA transaction fee specified below assessed for each order.

For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:

- (i) DSBSD-certified Small Businesses: 1.0%, capped at \$500 per order.
- (ii) Businesses that are not DSBSD-certified Small Businesses: 1.0%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Contractor shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

Failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov

37. LOBBYING AND INTEGRITY

Contractors are cautioned that communications with individuals other than the Contract Officer may result in incorrect and/or insufficient information being provided. In addition, the Contractor shall not, in connection with this or any other contract or agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia's, Department of General Services, the Offeror shall provide any type of information the Agency deems relevant to the Contractor's integrity or responsibility to provide the services or goods, described herein.

38. ORDERS

The parties agree that all orders issued under this contract by the Ordering Agency (Public Body) shall be processed through eVA unless specifically exempted by DPS in writing. Orders against this contract which are not processed through eVA are not in compliance with the terms and conditions of this contract and Contractors receiving such non-eVA orders shall request the Ordering Agency to resubmit the order through eVA. If the contractor accepts an order under this contract, where the order has not been processed through eVA, the contractor will be in breach of contract. If an Ordering Agency issues an order which is not processed through eVA, but purports to be authorized by this contract, the Ordering Agency employees may be found in violation of Section 2.2-4376 of the Code of Virginia. Section 2.2-4376 prohibits public employees from knowingly making false statements or misrepresentations, and from using documents known to contain false statements or misrepresentations.

39. TERMINATION FOR CONVENIENCE

The Commonwealth may terminate this Contract in whole or in part for convenience at any time by submitting to the Contractor a writing, sixty (60) days prior to the date of Termination. The Commonwealth shall be obligated for all outstanding Orders, according to the Contract, subsequent to this Termination. The Commonwealth shall not be obligated for any other costs in the event of Termination for convenience

40. CANCELLATION OF CONTRACT

The Contract Officer reserves the right to cancel and terminate any resulting Contract, in part or in

whole or individual order, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial Contract period is for more than twelve (12) months, then the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the Contract period upon sixty (60) days written notice to the other party. Any Contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

41. CONTINUITY OF SERVICE

The Contractor recognizes that goods/services under this Contract are vital to the agency and must be continued without interruption and that, upon Contract expiration, a successor, either the agency or another Contractor, may continue them. The Contractor agrees:

- a. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
- b. To make all agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
- c. That the Agency Contract Officer shall have final authority to resolve disputes related to the transition of the Contract from the Contractor to its successor.

The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this Contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.

The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after Contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this Contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

42. WARRANTY

All products purchased under this contract will minimally include the most favorable Original Equipment Manufacturer's warranty which will pass directly to the Commonwealth. Products which fail after acceptance and installation will be covered under warranty. Products which are inoperative at installation will either be replaced by the Contractor or repaired under warranty. The decision to replace such products or accept warranty repair will be at the sole discretion of the Commonwealth, except in the event that the Commonwealth fails to provide timely notice of product failure to the Contractor. The Contractor should provide a toll-free number for requests for warranty services for all equipment sold under the contract. Any maintenance agreements available from the Contractor should be provided to the Commonwealth as an option and priced as discounted off list price. Warranty shall commence upon the date of acceptance unless the vehicle is deemed not acceptable, in writing, to the Contractor within 24 hours of delivery. If the Authorized User has not provided written acceptance or rejection within 24 hours, the warranty period will commence at the end of the 24-hour period.

43. FLEET NUMBERS

If required by the Manufacturer, all ordering entities are required to have a Fleet Number prior to placing a vehicle order with the Contractor. The Contractor shall verify if the ordering entity has an existing number. If the ordering entity does not have a required Fleet Number, the Contractor must fully assist them in obtaining one.

44. DEALER GENERATED ORDER CONFIRMATION

Dealer (Contractor) is required to send the ordering agency an electronic/written confirmation of receipt of their purchase order to include confirmation of the options, color choices, etc. being placed. eVA's automated email confirmation functionality may not be used to confirm orders. This applies to all orders issued against this contract. This information must be completed within 10 days after receipt of order and must indicate the date the order was placed with the manufacturer. Confirmations should be emailed to the "Ordering Person's" address shown on the purchase order and to the attention of the contact person listed. Each vehicle must be invoiced separately.

45. DEALER PREPARATION

Vehicles must be delivered clean and complete and ready for service including a current Virginia State Inspection. New vehicle service preparation must be performed by the dealer according to the manufacturer's specifications. Each vehicle must be delivered with a quarter (1/4) tank of fuel. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer at no additional cost to the ordering agency.

Additional Dealer Responsibilities:

- a) Temporary License: A Thirty Day license tag shall be furnished with each vehicle.
- b) Title Papers: All papers for titling purposes shall be prepared upon delivery of each vehicle.
- c) Vehicle Publications, Forms and Documents: Contractor must furnish one (1) copy each of the following per vehicle:
 - New Vehicle Warranty Information • New Vehicle Owner's Manual • Manufacturer's Statement of Origin (MSO)
 - Delayed Warranty Start Form, and any other such documents as necessary for delivery.
 - Emissions Certifications: Stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.
- d) Miscellaneous: Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspector Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on vehicles furnished under this contract.

46. DELIVER LOCATIONS AND TIMES: Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:30AM and 4:30 PM,

except on official state holidays and periods of shut down, unless otherwise instructed by the purchaser. The Vendor shall clarify and coordinate deliveries with the purchaser.

47. DELIVERY CHARGES

The Contractor shall provide delivery for the product(s) purchasing in accordance with the following:

- Distance: Shall be calculated by the number of actual miles from the Contractor's physical address to the delivery point specified by the ordering entity. Mileage shall be determined using Google (maps and directions) at <http://maps.google.com>; with the results rounded up to the next whole mile.
- Included Miles - Distance equal to or less than 50 miles and all deliveries to DGS Office of Fleet Management Services (OFMS), 2400 West Leigh Street, Richmond, VA 23219. Vehicle(s) shall be delivered FOB Destination, freight included. No extra charges permitted.
- Additional Mileage - Distance equal to or more than 51 miles: The Contractor may add an additional delivery charge of no more than \$1.80 per mile of the difference between the actual total distance minus 50 included miles. (*Example: Actual total distance= 150 miles, minus 50 included miles, equals 100 miles applicable to an additional delivery charge per vehicle.*)
- Contractor shall provide the additional delivery rates in accordance with the Pricing Schedule and as follows;
 - i) Single purchase orders for multiple vehicles: Contractor should offer a reduced delivery rate for multiple vehicles ordered on any single purchase order. The regular rate provided must be **equal to or less** than \$1.80 per mile applicable to the first vehicle and any reduced rates should apply to subsequent vehicles on the same purchase order. Partial shipments of any single order made at the option of the Vendor shall not change delivery charges.
 - ii) Multiple purchase orders: If the Contractor delivers multiple vehicles ordered on different purchase orders in a single shipment, the Contractor should extend the reduced delivery rate(s) to the ordering entity. The Contractor must have prior written approval from the ordering entity and obtain any necessary change orders.
 - iii) Additional delivery rates shall not apply to any vehicle ordered by OFMS

48. DELIVERY LEAD TIME

Contractor shall delivery vehicle(s) ordered within 120 days After Receipt of Order (ARO) for all orders placed prior to the factory build out date/order cutoff date. Any orders placed from the Contractor's in-stock inventory, shall be delivered within 30 calendar days or less.

49. DELIVERY INSPECTION: Each vehicle delivered will be checked for compliance with the specifications. If any deviations from the specifications, damage, or improper dealer preparation exist, the invoice will not be approved for payment until the vendor corrects all defects

PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.

SHEEHY FORD

**COMMONWEALTH OF VIRGINIA
DEPARTMENT OF GENERAL SERVICES
DIVISION OF PURCHASES AND SUPPLY**

BY: _____

BY: _____

NAME: _____
Printed

NAME: Dennis Donahue
Printed

TITLE: _____

TITLE: Statewide Strategic Sourcing Officer

DATE: _____

DATE: _____

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ATTACHMENT A
TO
CONTRACT E194-77834
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SHEEHY FORD

GOODS AND PRICING SCHEDULE

Attachment "A" is hereby incorporated into and made an integral part of Contract E194-77834 between the Commonwealth of Virginia and Sheehy Ford. In the event of any discrepancy between this Attachment "A" and the Contract, the provisions of the Contract shall control.

I. LISTING OF GOODS AND SERVICES

All requirements stated in the Commonwealth's IFB #E194-2087, Attachment A Section 4, entitled "Bidder Instructions, Scope Of Work, Special Terms & Conditions" and all goods and services, as applicable and as delineated in Contractor's bid, submitted in response thereto, for the provision of compact size SUVs (Ford Escape) as delineated therein, in accordance with the following, or as otherwise stipulated in any Modification to this Contract.

II. CONTRACT PERIOD

The initial contract period shall be effective from 8/15/17 through 8/14/18.

There are four (4) potential one-year renewal options available for this contract.

III. SPECIFICATIONS & PRICES

FORD ESCAPE SE, 4X4

(all below included in base vehicle price of \$ 20,839.52)

Item #	Feature	Description	Order/Option Code	
1	Model (NEW)	2018 or current year model, New, Four (4) door, Compact SUV: Provide Fleet Model, 4-Door, 5-passenger, Four-Wheel Drive (4WD) or All-Wheel Drive (AWD) that will meet the intended uses stated above. Vehicle shall include destination and delivery costs.	(U9G/200A)	2018 Ford Escape SE 4X4
2	Engine	Four Cylinder minimum, gasoline	99D	1.5L ECOBOOST
3	Wheelbase	103.0" minimum		105.9"
4	Overall Length	172.0" minimum, 190.0" maximum		178.1"
5	Axle / Springs / Frame	Manufacturer standard, as required for vehicle GVW rating		STRUT FRONT INDEPENDANE DOUBLE LATERAL LINK REAR
6	Gross Vehicle Weight (GVW)	3400 lbs. – 5100 lbs. GVW range		4760 GVW
7	Transmission	Automatic transmission, manufacturer designed to match with the engine being offered		6-SPD AUTOMATIC W/SELECTSHIFT
8	Fuel System	Manufacturer's standard fuel tank and system.		15.7 GALS
9	Brakes	Power brakes on all wheels with 4-wheel Anti- Lock Braking System (ABS)		POWER 4-WHEEL DISC W/ ANIT-LOCK BRAKE SYSTM
10	Alternator	Manufacturer standard		150 AMP ALTERNATOR

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11	Battery	Manufacturer standard, 12 volts		760 CCA BATTERY
12	Mirrors	Manufacturer's standard power right/left exterior mirrors.		DUAL POWER GLASS WITH INTERGATED BLIND SPOT
13	Interior Lighting	Factory standard lighting.		ILLUMINATED ENTRY WITH COURTESY LAMP DELAY, FRONT MAP LIGHTS SECOND ROW DOME AND CARGO AREA LIGHT
14	Air Conditioning	Factory installed manufacturer standard.		CLIMATE CONTROL WITH MANUAL SINGLE ZONE AND CABIN AIR FILTER
15	Windows	Manufacturer's standard power windows.		POWER WITH DRIVER FRONT ONE TOUCH DOWN FEATURE
16	Glass	All glass shall be standard factory tinted.		PRIVACY GLASS - SECOND ROW AND LIFTGATE
17	Windshield Wipers	Manufacturer's standard power windows.		VARIABLE-INTERMITTENT
18	Rear Window Wiper	Factory installed manufacturer standard		FIXED INTERMITTENT
19	Rear Window Defogger	Factory installed manufacturer standard		REAR WINDOW DEFROSTE AND WASHER
20	Steering	Power steering with adjustable tilt steering wheel.		ELECTRIC PWR-ASSISTED
21	License Plate Attachment	Vehicle shall be preconfigured for front and rear license plates or shall be equipped with front and rear license plate brackets.		FRONT AND REAR LICENSE PLATE BRACKETS
22	Wheels	Standard size and type for model year		17" SPARKLE SILVER PAINTED ALUMINUM
23	Tires	Manufacturer's standard tires. All primary tires and wheels shall be identical (i.e., no cross brands or models). Each vehicle shall be equipped with a spare tire, jack and lug wrench. Spare tire may be mounted on a traditional steel wheel. All tires and wheels shall be properly balanced.		235/55R17 LOW ROLLING AS/BSW - WHEEL NUT WRENCH AND JACK

24	Spare Tire	Factory installed manufacturer standard		MINI SPARE
25	Restraint System	Minimum, front driver and front passenger airbags required, with side impact airbags.		DRIVER FRONT ROW PASSENGER DUAL- STAGE / DRIVER KNEE/ FRONT SEAT MOUNTED SIDE-IMPACT/ SAFETY CANOPY SYSTEM
26	Safety Lighting	Provide daytime running lights.		NON CONFIGURED DAYTIME RUNNING LIGHTS
27	Front and Rear Seats	Five (5) passenger, cloth seating.		5 PASSENGER/ CLOTH SEATING

28	Keys	Provide two (2) sets of keys with vehicle, with (2) key fobs		KEYLESS ENTRY WITH (2) PASSIVE KEYS
29	Door Locks	Manufacturer's standard power door locks.		POWER LOCK/UNLOCK AUTOLOCK/AUTO UNLOCK CHILD-SAFETY REAR
30	Speed/cruise Control	Electronic, factory installed.		CRUISE CONTROL
31	Visors	Driver and front passenger sun visors		SLIDING SUN VISORS WITH ILLUMINATED VANITY MIRROR
32	Radio	Factory installed standard -AM/FM stereo. If the vehicle is normally equipped with a Satellite Radio, and the manufacturer provides a delete option, the Satellite Radio shall be deleted. NOTE: The vehicle shall not be equipped with any mandatory subscription based communication systems such as OnStar or equivalent.		AM/FM STEREO/ SINGLE-CD PLAYER MP3 CAPABLE SIX SPEAKERS SPEED- COMPENSATED VOLUME
33	Floor Covering	Standard carpet for model being offered, to include front and rear seat areas carpeted Floor mats, color keyed to match carpet. Any mats other than manufacturer's original equipment will not be accepted.		CARPETED FLOORING WITH FRONT AND REAR FLOOR MATS
34	Exterior Paint Color	Single color, to be chosen by purchaser from manufacturer's regular production colors.		(FROM COLOR OFFERINGS BELOW MANUFACTURER OPTIONS)
35	Interior Color	To be chosen by purchaser from manufacturer's regular production colors.	KB KL	CHARCOAL BLACK MEDIUM LIGHT STONE
36	New Vehicle Owner's Manual / Warranties	Included with each piece of equipment - an Owner's Manual and copy of all Warranties.		OWNERS MANUAL
BASE VEHICLE PRICE to include all components above. (Those responding electronically must enter this total here and in their eVA electronic bid response) Please attach standard (and optional) paint color information with your bid			<u>\$ 20,839.52</u>	

OPTIONAL EQUIPMENT SECTION:

(Add-ons and Deletes from Base Vehicle described above)

Item	Feature	Description	Option Order Code	Discount off MSRP	Price \$
A1	Floor Covering	Heavy Duty Vinyl Floor Covering (replaces standard carpeted floor covering) (also see floor mat delete option)	N/A		
A2	Floor Mats	Delete carpet floor mats for vinyl floor covering option.	50C	3%	\$124.92
A3	Window Glass	Add privacy Glass (rear doors, quarter windows and rear windows)	STANDARD		
A4	Locks	Add keyless remote entry	STANDARD		
A5	Exterior Steps	Add Running Boards (step)	N/A		
A6	Engine	Six (6) cylinder engine upgrade (FFV or Gasoline), if available.	N/A		
A7	Towing	Towing package: Class III/IV receiver, trailering hitch platform and 7-pin sealed connector (requires rear step bumper - included)	534	3%	\$494.66
A8	Service Manual	Add one complete set of new vehicle Service Manuals with wiring diagrams for the current model year. (Service Manuals may be provided on CD)	HELM	14%	\$240.99
A9	Bluetooth Technology	Add Bluetooth Technology system capability	STANDARD		
A10	Exterior Colors (must pick one)				
	Oxford White		YZ		STANDARD
	Blue Metallic		FT		STANDARD
	Shadow Black		G1		STANDARD
	White Gold Metallic		GN		STANDARD
	Lightening Blue Metallic		N6		STANDARD
	Ingot Silver		UX		STANDARD
	Cinnamon Glaze Metallic		EC		STANDARD

NOTE: Contract vehicle with standard features and optional equipment is listed as above. No other vehicle type, trim level or options are available under this contract.

IV. REPORTING REQUIREMENTS

During the term of the Contract, or any renewal thereof, the Contractor agrees that the following reports shall be submitted to the Contract Officer. Failure to comply with reporting and payment requirements of this section may result in payment(s) being withheld until compliance with the plan is received and confirmed. The agency or institution reserves the right to pursue other appropriate remedies to include, but not be limited to, termination for default.

Reports include, but are not limited to, the following:

A. Contractor's Quarterly Report of Invoiced Sales

On a quarterly basis, the Contractor shall provide the Contract Officer with reports of the total dollar volume of purchases by each Contract User. Reports shall be due no later than the 15th day of the month following the reported quarter end. If the 15th of the month falls on a weekend or holiday, the report shall be due the next business day. All quarterly reports, in an unlocked spreadsheet format, shall be delivered electronically to the Contract Officer at dennis.donahue@dgs.virginia.gov. An electronic copy shall also be delivered to the following email address: vappreport@dgs.virginia.gov.

Failure to submit information in the required format and time may result in cancellation of the awarded contract.

B. Sur-Charge Adjustment (SCA)

The contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this contract. DGS will not issue invoices or statements. The contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA fee equals two percent (2%) of the quarterly reported total invoiced sales. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

- Checks are to be payable to: **Treasurer of Commonwealth of Virginia**
- Note in the Memo portion of the check that it is **for SCA fees & the Quarter for which it is being paid, the contract number** & mail to:

DGS/Div. of Purchases & Supply
Attn: SCA Coordinator
P.O. Box 1199
Richmond, VA 23218

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Failure to submit timely payments as described above may result in cancellation of the awarded contract.

V. INVOICING AND PAYMENT

a. Invoices

As applicable, all invoices shall be rendered promptly to any Authorized User after all goods and/or services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Contract or individual order referencing this Contract. Invoices shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact name
3. Description of the Goods and/or Services provided
4. Invoice number
5. Invoice date
6. Monthly charges
7. Contract Number
8. Purchase Order Number

Contractor shall render invoices for any Authorized User in accordance with the instructions contained in the order.

b. Methods of Payment:

- i. Payment will be made thirty (30) days after receipt of goods and/or services or a valid invoice, whichever is later. Contractor shall submit a valid invoice to the invoice address designated in any order issued by an Authorized User in accordance with the invoice mailing instructions therein.
- ii. For valid invoices in the amount of \$5,000 or less, or any then-current charge card small dollar usage threshold, Contractor shall accept payment using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC), if the SPCC card is offered for payment. For any amount exceeding \$5,000, or any then-current charge card small dollar usage threshold, Contractor shall accept payment by the Commonwealth's Gold Card, if the Gold Card is offered for payment.
- iii. Payment may be made by any other duly authorized official payment method or card as mutually agreed upon between any Authorized User and the Contractor.

c. Credit (Equipment):

Contractor will accept and provide full credit for equipment based on the manufacturer's decision regarding such return and credit. Contractor will act as an advocate in all instances.

VI. DGS POINTS OF CONTACT

Contract Administration/Compliance

Dennis Donahue, VCO
Statewide Contract Officer
Division of Purchases and Supply
1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-0078
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

Contract Information

Dennis Donahue, VCO
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1111 East Broad Street
Richmond, VA 23219
Tel: 804-786-0078
Fax: 804-786-5413
Email: dennis.donahue@dgs.virginia.gov

VII. CONTRACTOR POINTS OF CONTACT

Primary Contact

Nick Crist
641 Johnston Willis Drive
Chesterfield, VA 23236
Phone: 804-419-1376
Fax: 804-378-3685
Email: nickcrist@sheehy.com

Secondary Point of Contact

Leah Arnold
641 Johnston Willis Drive
Chesterfield, VA 23236
Phone: 804-419-1381
Fax: 804-378-3685
Email: leaharnold@sheehy.com

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