Virginia Sheriffs' Association
First Responder Supplies and Equipment Procurement Program

Contract Terms and Conditions

901 East Byrd Street
Suite 1301
Richmond, Virginia 23219
Main Telephone Number – (804) 225-7152
Website – www.vasheriff.org

Contact:

Jason D. Bennett
Virginia Sheriffs' Association
Telephone – (919) 459-8195
E-Mail – jbennett@virginiasheriffs.org

January 28, 2026

Section I

Pre-Bid Procedures

1.0 EXPLANATION OF PROGRAM

- Every year the Virginia Sheriffs' Association (VSA) will solicit participation from vetted first responder supplies and equipment dealers and manufacturers to participate in the Association's First Responder Supplies and Equipment Procurement Program (FRSEPP).
- Each year, the Virginia Sheriffs' Association (VSA) shall make available to public bodies within the Commonwealth of Virginia and, where permitted, to eligible public entities across the United States, competitively solicited and awarded contracts for first responder supplies, equipment, and related products and services.
- Contract award documents shall be published on the VSA's website and shall consist of first responder supplies and equipment products submitted by authorized dealers and manufacturers. Each product listed within the contract award documents shall reflect competitively bid pricing, including a negotiated discount on all applicable options for each product and service.
- Public bodies may utilize the VSA's contract award documents to satisfy applicable local procurement requirements, as such contracts are competitively solicited and awarded and are intended to meet or exceed the requirement to conduct a separate competitive bidding process for first responder supplies and equipment.
- If a Public Body requires a product or service that is included in the VSA's First Responder Supplies and Equipment Procurement Program, the Public Body shall contact the applicable program contractor to initiate the purchasing process and submit a Purchase Order (PO). The PO shall constitute the contractual agreement solely between the Contractor and the Public Body for the purchase of the specified products and/or services. No contractual relationship shall exist between the Virginia Sheriffs' Association (VSA) and the Public Body with respect to such purchases.

1.1 PURPOSE

The Virginia Sheriffs' Association (VSA) invites qualified vendors, including

manufacturers and authorized dealers, to submit proposals in accordance with these Terms and Conditions. The VSA will act as the Contract Administrator for both the solicitation process and the ongoing administration of any resulting contract awards.

The purpose of this cooperative purchasing program is to create competitively awarded contracts with manufacturers and their authorized dealers to provide first responder supplies and equipment to eligible public bodies. All contract pricing will be offered on a no-trade-in basis, meaning purchases will be made without the exchange of used equipment.

All products and services awarded under this program will be made available for use by all local public bodies within the Commonwealth of Virginia. In addition, where permitted by local purchasing ordinances and applicable laws, these contract awards may also be used by eligible local government agencies located outside of Virginia, including public bodies within the United States.

As a condition of being considered for contract award, each Bidder must comply with all applicable provisions of these Terms and Conditions. By submitting a Bid, the Bidder acknowledges and agrees that, if a contract is awarded, all applicable Terms and Conditions set forth herein will govern the award and must be fully observed for the duration of the contract.

1.2 DEFINITIONS

The following terms are defined as the follows:

a) Option – Additional features, configurations, accessories, or service add-ons that may be selected in connection with a bid product or service. Options are items that are not part of the base offering but are available at an additional cost and must be specifically listed and priced in the Bid submission.

b) Bid – The formal proposal submitted by a vendor in response to the VSA's Invitation to Bid. A Bid includes all required forms, pricing, product or service descriptions, options, and supporting documentation, and represents the vendor's offer to provide specified products or services in accordance with these Terms and Conditions.

c) Bid Number – The unique identification number assigned by the Virginia Sheriffs' Association (VSA) to each Invitation to Bid. The Bid Number will be used to reference and track the bid solicitation throughout the evaluation process and, if awarded, will remain the official reference number for the contract for its entire term, including all correspondence, documentation, amendments, and purchase orders related to that contract. Example – 27-03-0620.

d) Bidder – Any company, manufacturer, dealer, or authorized vendor that submits a Bid in response to the VSA's Invitation to Bid. A Bidder is the entity seeking to be considered for contract award and, if awarded, becomes responsible for complying with all applicable Terms and Conditions of the resulting contract.

e) Planholder – The online account established by a bidding company within VendorLink that provides access to all bid-related information for a specific solicitation. The Planholder account is registered in the legal name of the bidding company and is required in order to view bid documents and submit a bid.

f) Contract – The legally binding agreement between the Virginia Sheriffs' Association (VSA) and a vendor that is awarded a contract under this cooperative purchasing program. This Contract establishes the awarded vendor's pricing, terms, and conditions for offering approved products and/or services through the program.

   No contract is formed between the VSA and any purchasing agency as a result of this program. When a purchasing agency places an order, the purchase order (and any related documents agreed to by the parties) constitutes the purchasing agreement between the purchasing agency and the VSA-contracted vendor for the applicable products and/or services.

g) Contract Administrator – A designated representative of the Virginia Sheriffs' Association (VSA) who is responsible for managing the procurement process and overseeing the administration of all contracts awarded under the FRSEPP.

h) Contractor – A vendor, manufacturer, dealer, or authorized provider that has been awarded a contract by the Virginia Sheriffs' Association (VSA)

under this cooperative purchasing program. A Contractor is responsible for offering the awarded products and/or services in accordance with the applicable Contract and these Terms and Conditions.

j) Customer – An eligible Customer as defined in Section 1.4.

k) Dealer Option – An additional feature, configuration, accessory, or service installed or provided by a contracted dealer or third party after the contracted item leaves the manufacturer. A Dealer Option is not a factory-installed option and may include third-party components or services.

l) First Responder Supplies and Equipment Procurement Program (FRSEPP) – A cooperative purchasing program administered by the Virginia Sheriffs' Association (VSA) to help public bodies procure high-quality first responder supplies and equipment in a cost-effective, efficient, and legally compliant manner. The program promotes prudent use of public funds by achieving best value through competitive procurement, offering fair and equitable contracting opportunities for qualified suppliers, ensuring reliable delivery of products and services, and maintaining public confidence through ethical and transparent procurement practices.

m) IFB- Invitation for Bids - The official solicitation document issued by the Virginia Sheriffs' Association (VSA) that invites vendors to submit Bids for specified products and/or services under the First Responder Supplies and Equipment Procurement Program. The Invitation for Bid outlines the procurement requirements, specifications, submission instructions, evaluation criteria, and applicable Terms and Conditions governing the bidding and contract award process.

n) MSRP – The standard retail price established by the manufacturer for a product before any discounts, incentives, or negotiated pricing. For purposes of this program, MSRP serves as the baseline reference price from which all Bid pricing, discounts, and contract pricing are calculated and evaluated.

o) Build Sheet - A VSA-approved pricing and configuration document submitted by a Bidder that outlines a specific product or service configuration offered under this program. A Build Sheet serves as an authorized alternative to standard bid formats and may include the product details, list price, and applicable discounts. The Build Sheet, when approved by the VSA, may be used by purchasing agencies and VSA-contracted vendors as a reference document for quoting and ordering awarded

products and/or services under this program.

p) PO – A formal ordering document issued by a purchasing agency to a VSA-contracted dealer or manufacturer for the purchase of products and/or services awarded under this program. The Purchase Order (PO), together with any applicable terms agreed to by the parties, constitutes the purchasing agreement and governs the transaction between the purchasing agency and the VSA-contracted dealer or manufacturer. The Virginia Sheriffs' Association (VSA) is not a party to the Purchase Order.

q) Public Body - means any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty and empowered by law to undertake the activities described in this Invitation for Bids. "Public Body" shall include (i) any independent agency of the Commonwealth, and (ii) any metropolitan planning organization or planning district commission which operates exclusively within the Commonwealth of Virginia. *Credit – Virginia Public Procurement Act, § 2.2-4300.*

r) Specifications – The detailed description of a product or service provided by the dealer or manufacturer that explains the features, components, performance characteristics, and base configuration of the first responder supplies and equipment being offered. Specifications are used to define what is included in the base model and to ensure that all products and services offered under this program meet the stated requirements.

s) Subcontractor or 3rd Party – An individual or business that contracts with a Contractor to perform part or the entirety of the fulfillment of a Contractor's purchase order.

t) Total Recognized MSRP – The adjusted Manufacturer's Suggested Retail Price used when a requested VSA option is not available as a standard factory option on the base model of the first responder supplies and equipment. In these cases, a new configured model is created to include the requested option content. The Total Recognized MSRP is the resulting list price of that configured model and is calculated based on the difference between the base model price and the price of the added option content.

Example: If the base model has an MSRP of $50,000 and a VSA-requested option adds $5,000 in value, the Total Recognized MSRP for the configured

product would be $55,000.

u) VendorLink – The VSA's official online bid management system used for submitting all Bids and required bid documents. All Bids must be submitted through VendorLink, and the VSA will not accept or consider any Bid submissions delivered outside of this system.

1.3 COOPERATIVE PROCUREMENT

The procurement method used by the Virginia Sheriffs' Association (VSA) to competitively award contracts in accordance with Section 2.2-4304 of the Code of Virginia, as amended. Under this program, eligible public bodies may use the VSA's contract to purchase awarded products and/or services.

When a public body uses a VSA contract, the Contractor must deal directly with that public body for all matters related to pricing, ordering, invoicing, delivery, payment, and performance. The VSA is not a party to any purchase order or transaction between a Contractor and a public body and is not responsible for order placement, invoicing, payments, contractual disputes, or any other issues arising from those transactions. In no event shall the VSA, its officials, or staff be responsible for any costs, damages, or injury resulting from a contract or a purchase order.

The VSA does not assume responsibility for notifying other public bodies about the availability of any contract awarded under this program; however, Contractors may independently conduct such notifications at their discretion.

1.4 ELIGIBLE CUSTOMERS OF FRSEPP

The First Responder Supplies and Equipment Procurement Program (FRSEPP) is available for use by all public bodies within the Commonwealth of Virginia and by eligible public bodies in other states where cooperative purchasing is permitted under applicable state and local procurement laws.

All customers using this program remain subject to their own governing purchasing ordinances, policies, rules, and regulations. All VSA Contractors are governed by the terms of their respective manufacturer agreements. See also Section 1.6, Funding.

A customer and a Contractor may negotiate directly for the purchase, licensing, implementation, and long-term support of awarded products and/or services, offered under this program. No agreement is required between a customer and the Virginia Sheriffs' Association (VSA) for purchases made through this cooperative purchasing program.

1.5 TERM OF CONTRACT

Each Contract awarded under this program shall remain in effect until the VSA publishes the next official contract award. At the sole option and discretion of the VSA, a Contract may be renewed, also noted as a rollover, by mutual agreement between the VSA and the Contractor for up to two (2) additional consecutive one-year terms.

Contract renewals or extensions will be approved only when the VSA determines that continuation of the Contract is in the best interest of the VSA, contractors, and participating customers.

If the VSA issues a new Invitation for Bids, the term of each qualified Bid submitted in response shall remain in effect until the VSA releases the next official contract award.

If a Contract continues beyond its stated term by mutual consent, it shall operate on a month-to-month basis only. Such month-to-month continuation shall not be considered an implied renewal of the Contract and shall remain subject to the same terms, conditions, pricing, and payment provisions set forth in the Contract.

1.6 FUNDING

The continuation of the terms, conditions, and provisions of a resulting PO submitted by a Public Body beyond June 30 of any year, the end of the Public Body's fiscal year, are subject to approval and ratification by the governing body of the Public Body and appropriations by them of the necessary money to fund the PO for each succeeding year. In the event of non-appropriation of funds, the PO shall be automatically terminated with no recourse for the Contractor.

1.7 COMMUNICATIONS

The VSA Contract Administrator is available to assist Bidders throughout the

Invitation for Bids process and welcomes questions related to the bid requirements, procedures, and submission process. Open communication is an important part of administering this program, and Bidders are encouraged to seek clarification whenever needed.

All requests for additional information or clarifications must be submitted electronically to the VSA Contract Administrator at jbennett@virginiasheriffs.org no later than ten (10) calendar days prior to the scheduled bid opening date. During the Invitation for Bids period, all official questions and communications must be directed through this email address to ensure consistent and documented responses.

All deadlines listed in the Bid Calendar are firm and cannot be changed through individual communications between a Bidder and the VSA. Communications with the VSA Contract Administrator are intended to provide guidance and clarification only and shall not modify any bid requirements, deadlines, or terms unless formally issued by the VSA in a written addendum.

The VSA will issue written responses to inquiries and any corrections or amendments it deems necessary through official addenda distributed prior to the bid submission deadline. Bidders should not rely on verbal statements, informal emails, or explanations other than those contained in this Invitation for Bids or in a written addendum issued by the VSA.

It is the Bidder's responsibility to verify, prior to submitting a Bid, that all issued addenda have been received and reviewed.

1.8 CONTRACTOR'S AUTHORIZATION TO TRANSACT BUSINESS

A. The VSA shall include in every written Contract a provision that a Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 or as otherwise required by law. Refer to The Virginia State Corporation Commission Registration Information Form.

B. Any Bidder described in subsection A that fails to provide the required information shall not participate in the FRSEPP unless a waiver of this requirement

and the administrative policies and procedures established to implement this section is granted by the chief executive of a local Public Body.

C. Any business entity described in subsection A 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, to be revoked or cancelled at any time during the term of the Contract.

D. The VSA may void any Contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

Credit – Virginia Public Procurement Act §2.2-4311.2

1.9 REFERENCES

Each Bidder must submit five (5) government references, including at least one (1) reference from a public body located within the Commonwealth of Virginia. It is the sole responsibility of the Bidder to identify, obtain, and submit these references as part of its Bid package. The Virginia Sheriffs' Association (VSA) will not solicit, collect, or contact references on behalf of any Bidder.

If a Bidder does not have prior experience with government fleet sales or public-sector contracting, the Bidder must submit references from previous customers in the private sector. Such private-sector references may be considered only if approved by the VSA Contract Administrator and must demonstrate, to the VSA's satisfaction, that the Bidder has the experience, facilities, staffing, and financial resources necessary to support the Contract.

Government references are a critical component of a Bidder's submission. Failure to provide the required references, submission of incomplete or inaccurate reference information, or other irregularities related to this requirement may result in the Bid being deemed non-responsive and may jeopardize the Bidder's eligibility for contract award. See also Section 1.10, Bidder Qualifications.

1.10 BIDDER QUALIFICATIONS

For Bids to be considered, new Bidders to the FRSEPP must submit with its Bid, evidence that they are qualified to satisfactorily perform the specified service.

Evidence shall include all information necessary to certify that the Bidder maintains a permanent place of business; is an authorized distributor of the items specified in its proposal; has not had sustained claims filed against the Bidder or the Bidder's firm; and has provided similar type products or services previously. The evidence also will consist of listings of Contracts for similar products or services that have been provided to public and private sector clients within the last three (3) years, and letter(s) from the manufacturer that the Bidder is an authorized distributor for the proposed manufacturer. See Section 1.17

Any Bidder that has been awarded a contract and fails to generate any sales under that contract for two (2) consecutive contract years will be deemed ineligible to submit a Bid for a period of twelve (12) months following the end of the second consecutive year with no sales activity.

1.11 LATE BIDS

At the time and date specified in the Bid Calendar, all Bids will be electronically opened within VendorLink. The VSA does not have access to any submitted Bid prior to the official closing time; all Bids remain sealed and inaccessible until VendorLink closes the solicitation and opens the system for tabulation and review.

Any Bid received after the exact time and date stated in the Bid Calendar will be automatically rejected and will not be considered. A Bid is considered officially received only when it has been successfully submitted through VendorLink prior to the stated deadline on the Bid Calendar. All Bids are final as of the submission deadline listed in the Bid Calendar. Any Bid or required bid document submitted outside of VendorLink will be rejected.

The responsibility for submitting a complete Bid before the stated deadline rests solely with the Bidder. The VSA is not responsible for delays or failures caused by internet outages, system interruptions, technical issues, or any other circumstances that prevent timely submission.

All times and deadlines listed in the Bid Calendar, including the Bid submission deadline, are based on Eastern Standard Time (EST).

1.12 DRUG FREE WORKPLACE

This provision only applies to Contracts valued in excess of $10,000:

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 PO 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 Contract in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.
Credit – Virginia Public Procurement Act - § 2.2-4312

1.13 EMPLOYMENT DISCRIMINATION

This provision only applies to Contracts valued in excess of $10,000.

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

a. The Contractor will not discriminate against any employee or applicant for employment because of race, 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.

b. 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.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

2. The Contractor shall include the provisions of the foregoing paragraphs a., b., and c. in every subcontract or PO of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

1.14 COMPLIANCE

1) All public bodies shall provide in every written Contract 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.

2) Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth.

A. All public bodies shall include in every written Contract a provision that a Contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so, required by Title 13.1 or Title 50 or as otherwise required by law.

B. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal 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 or

as otherwise required by law shall include in its bid or proposal a statement describing why the Bidder is not required to be so authorized.

C. Any business entity described in subsection A 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, to be revoked or cancelled at any time during the term of the Contract.

D. 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.

1.15 COMPETITIVE FIXED PRICE BIDDING

This program uses a competitive fixed price bidding method to establish multiple sources of supply for awarded first responder products and services. Under this method, Bidders submit pricing that does not exceed a pre-set maximum price that a public body may pay. All pricing is evaluated competitively, and contracts may be awarded to all Bidders that are determined to be both responsive to the solicitation requirements and responsible to perform the work.

Any Bid that fails to meet the requirements of the Invitation for Bids or these Terms and Conditions will be deemed non-responsive and will not be considered for contract award.

All Bids submitted through VendorLink will be evaluated using this competitive fixed price bidding method.

1.16 VSA COMMISSION FEES FOR ALL VENDORLINK SUBMISSIONS

Bidders must include a three-quarters of one percent (0.75% or 0.0075) commission fee in all submitted Bid pricing. This fee must be built into the base Bid prices as well as all quotes and pricing for additional first responder supplies and equipment items (including options), excluding any state-regulated fees.

The commission fee must be incorporated into the total invoice amount and may not be listed or added as a separate line item. The fee is calculated based on the total invoice cost of the new first responder supplies and equipment. Trade-ins and

other exchanges will not reduce or affect the commission fee calculation. No other commission or administrative fees shall apply to any transaction under this Contract.

All submitted Bid pricing is final and must already include the VSA commission fee. Bidders will not be permitted to renegotiate pricing after Bid submission or contract award due to a failure to include the commission fee in their original Bid pricing.

Contractors must report all qualifying sales on a quarterly basis in a report submitted to the VSA during the quarter following delivery of the equipment. The VSA will review each report and invoice the Contractor for the total commission fee owed.

1.17 SUBMITTAL OF BID AND VSA BID EVALUATION CRITERIA

1) Bidders must submit all required Bid items and supporting documents through VendorLink.

   Each Bidder is solely responsible for ensuring that all VendorLink entries and required Bid documents are fully completed and successfully submitted before the deadline stated in the Bid Calendar. Late Bids will not be accepted. Any Bid that is not submitted by the exact date and time listed in the Bid Calendar will be automatically rejected. See Section 1.11, Late Bids.

2) Bid Review and Evaluation Process:

   All eligible and responsive bids will be evaluated through multiple rounds of review to determine whether they fully comply with the requirements of the program's solicitation. Only bids that meet all requirements and include all required information, documents, and materials will be considered for contract award.

   Any bid that fails to meet the solicitation requirements or does not include required documentation may be deemed nonresponsive and rejected or disqualified, as outlined below. In rare circumstances, the Association may elect to reevaluate a nonresponsive bid. Such reevaluation will involve a detailed review to identify deficiencies and determine whether reconsideration is appropriate. Unless the Association expressly elects to conduct a reevaluation, failure to meet the stated requirements will result in

disqualification.

First Round of Bid Review – Initial Compliance:

Each bid will be reviewed to confirm the following requirements have been met:

a) Minimum Discount Requirements:

- A minimum 6% discount off MSRP must be entered in both the base price percentage and option price percentage fields, even if no options are offered.
- Equipment vendors must meet the 6% minimum discount on the base price.
- All bidders must meet the 6% minimum discount on all options.
- The 6% discount must be entered as "6.00", not "0.06."

Failure to comply may result in disqualification from the applicable bidding cycle.

b) Required Bid Documentation:

All required bid documents must be correctly uploaded to the Vendor File section of VendorLink for the applicable bid number. Failure to upload required documents may result in automatic disqualification.

c) Base Price Entry:

A base price must be entered for each item, except for Catalog Discount submissions. Failure to enter a base price may result in automatic disqualification.

d) Build Sheet Submission:

A build sheet must be uploaded to the designated build sheet file field in VendorLink for each specified item number. Failure to upload a build sheet may result in automatic disqualification.

e) Option Sheet Submission:

An option sheet must be uploaded to the designated option sheet file field in VendorLink for each specified item number, even if no options are

offered. If no options are available, the document must clearly state "No options available."

This requirement confirms that the bidder did not overlook the option submission requirement. Failure to upload an option sheet, regardless of whether options exist, may result in automatic disqualification.

Second Round of Bid Review – Document Accuracy and Execution:

Bids that pass the First Review will be evaluated to ensure the following:

f) Completion and Execution of Required Documents:

All required bid documents and the Manufacturer's Certification Form uploaded to the Vendor File section of VendorLink must:

1) Include all required pages
2) Be in the correct order
3) Contain the final page that:
   - Includes two (2) signatures, either wet signatures or DocuSign electronic signatures; and
   - Is notarized

Failure to meet these requirements may result in disqualification from the applicable bidding cycle.

Third Round of Bid Review – Technical, Capability, and Responsibility Review:

Bids advancing to the Third Bid Review will be evaluated to ensure:

h) Technical Compliance:

Uploaded build sheets and option sheets meet all requirements set forth in these Terms and Conditions. Failure to meet these requirements may result in disqualification. Submission of an incorrect or improper manufacturer build sheet or option sheet is grounds for automatic disqualification.

Contractor Qualifications and Capability:

The bidder must possess the necessary facilities, personnel, and expertise to perform the contract requirements. Upon request, bidders must be prepared to provide documentation supporting their qualifications, including evidence of Engineering Validation Test (EVT)–certified technicians for emergency lighting installations, where applicable.

Right to Investigate and Inspect:

The Contract Administrator reserves the right to investigate or inspect, at any time during the bid award process or contract term, whether the bidder's products, qualifications, and facilities meet contract requirements.

Past Performance and Responsibility:

Bids may be rejected as nonresponsive if the bidder's past performance, current status, or documented history does not demonstrate the capability, integrity, or reliability to fully and in good faith perform the contract. In evaluating past performance, consideration may be given to the nature and number of customer complaints associated with previously awarded contracts.

Reservation of VSA Rights:

The Contract Administrator reserves the right to:

- Accept or reject any and all bids, in whole or in part
- Make awards by individual item, grouped items, or combined bids
- Waive minor irregularities, technicalities, or omissions when doing so is determined to be in the best interest of local government bodies and the VSA's Procurement Program
- Reject bids not submitted in accordance with solicitation requirements

1.18 BID OPENING AND ELECTRONIC POSTING OF NOTICE OF INTENDED AWARD

Bids will be electronically opened at the date and time specified in the Bid Calendar and evaluated thereafter. The bid opening process will be conducted in

accordance with all applicable requirements of the Virginia Public Procurement Act.

The VSA Contract Administrator will electronically post the Bid tabulation results on VendorLink in accordance with the timetable outlined in the Bid Calendar.
If the posting of the initial Bid tabulation results is delayed, the VSA Contract Administrator will electronically notify all bidders through VendorLink of the delay and will provide a revised date for the posting of results.

1.19 RESPONSIVENESS TO THE REQUIREMENTS OF THE IFB

Eligible, responsive Bids will be evaluated to determine whether all requirements of this solicitation have been met. Any Bid that fails to comply with the Contract requirements or does not include all required information, documents, or materials may be rejected as non-responsive.

Each Bidder must have the necessary facilities, personnel, experience, and expertise to perform the Contract and must be prepared, upon request by the VSA Contract Administrator, to provide evidence demonstrating these qualifications.

The VSA Contract Administrator reserves the right, at any time during the Bid evaluation process and throughout the Contract term, to investigate, review, or inspect whether the products, qualifications, and facilities offered by a Bidder meet the requirements of the Contract.

Bids may be rejected, in the sole discretion of the VSA, if a Bidder's submission, past performance, or current status does not demonstrate the capability, integrity, reliability, or good-faith ability to fully perform the requirements of the Contract. In evaluating past performance, the VSA Contract Administrator may consider the nature and number of complaints received from customers regarding a previously awarded Bidder. The VSA Contract Administrator retains discretion to determine which Bids meet the requirements of this solicitation and which Bidders are deemed responsive and responsible.

The VSA Contract Administrator reserves the right, in the sole discretion of the VSA, to accept or reject any and all Bids, or any separable portion of a Bid, in whole or in part. The VSA further reserves the right to waive minor irregularities, technical defects, or omissions in a Bid when such action is determined to be in the best interest of the public bodies of the Commonwealth of Virginia, regardless

of whether the Bid is the lowest-priced submission.

The VSA Contract Administrator may reject any Bid or response that is not submitted in the manner required by the solicitation documents.

As stated in Section 1.10, any Bidder that has previously been awarded a contract under this program and has failed to generate any sales under that contract for two (2) consecutive years will be deemed ineligible to submit a Bid for a period of twelve (12) months following the end of the second consecutive year with no sales activity.

1.20 BASIS FOR AWARD

The VSA Contract Administrator will award a Contract to all responsible and responsive Bidders by group and by manufacturer. The Contract will be determined by qualifications based on a bidder's facilities and resources and demonstrated ability to perform the work in a satisfactory manner.

Contractors who routinely demonstrate deficiencies in providing satisfactory customer service per the VSA's discretion during a Contract period prior to the issuance of this Bid, may have its Bid rejected in this Bid cycle. In cases where the manufacturer is at fault, the Contractor must provide evidence of timely communication to the complainant and to the VSA.

Bidders are hereby advised that the VSA Contract Administrator may use discretion in rejecting any Bid proposal not considered to be competitive in nature based on the best pricing information available.

Bidders must offer a minimum 6% discount off MSRP for all base prices and options. The percentage discount amount on the base price and options may be different from the percentage discount on First Responder Supplies and Equipment in the same group but must meet the required minimum discount described herein.

1.21 TAX EXEMPTIONS FOR CUSTOMERS

All applicable state and federal tax exemptions available to public bodies within the Commonwealth of Virginia shall apply to purchases made under this program. Any taxes that are required under the tax laws of the Commonwealth of Virginia or

applicable federal or local laws shall be the responsibility of the Customer to pay.

It is the Customer's responsibility to comply with all federal, state, and local tax requirements in connection with any purchase made under this program.

1.22 TAX EXEMPTIONS FOR VSA

The VSA is a 501(c)(6) organization and exempt from all Federal Excise Taxes. The association's tax id number is 54-1020904.

1.23 BIDDER FACILITIES

The VSA Contract Administrator reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation for Bids period and the term of any awarded Contract.

1.24 SPECIFICATIONS

All first responder supplies and equipment offered under this program must be the manufacturer's current basic production model and must, at a minimum, conform to the manufacturer's latest published specifications. Each Bidder must offer products that meet or exceed all requirements set forth in the applicable detailed specifications.

Bidders are required to submit Bids for the products listed in each designated specification or designated product group. A minimum discount of six percent (6%) off the base price and all options is required.

Model upgrades and downgrades are eligible for purchase through the VSA First Responder Supplies and Equipment Procurement Program. The same percentage discount offered off the list price of the base model must also be applied to the base price of any approved model upgrade or downgrade.

All first responder supplies and equipment offered in response to this solicitation must be properly designed, constructed, and installed to be fully suitable for their intended use and service.

1.25 FACTORY ORDERED OPTIONS

All factory ordered options are to be "original First Responder Supplies and

Equipment manufacturer (OEM) and factory installed" unless otherwise noted by the Contractor and acknowledged in writing by both the Contractor and the Customer. Verbal agreements will not be recognized.

1.26 EXECUTION OF BID

Each Bid must be properly executed by the Bidder to be considered valid and eligible for contract award. The Specifications and Bid Form must contain the required, as detailed on the form, manual signatures in the spaces provided. Failure to properly complete and sign the required Bid forms will invalidate the Bid submission, and the Bid will not be considered for award.

All Bid forms must be completed clearly in pen and ink or be typewritten. Illegible, incomplete, or improperly executed forms may result in the Bid being deemed non-responsive.

All Bids submitted through VendorLink are final as of the submission deadline and may not be changed, altered, or withdrawn after the program closes for Bids, as outlined in the Bid Calendar. Any altered or modified Bid submissions after the deadline will not be considered.

If a clarification of a submitted Bid is requested by the VSA, such clarification must be provided in written letter form, signed by the Bidder, and uploaded or attached in the manner directed by the VSA Contract Administrator. Clarifications may be used only to explain or confirm the contents of an existing Bid and may not be used to revise pricing, change material terms, or cure a non-responsive Bid.

1.27 MISTAKES

Each Bidder is solely responsible for carefully reviewing its entire Bid submission for accuracy and completeness prior to submission. This includes, but is not limited to, verifying all pricing, discount percentages, calculations, Price Sheets, specifications, delivery schedules, and the inclusion of all required documents and forms.

Failure to thoroughly examine and correct any errors, omissions, or inconsistencies in a Bid submission shall be at the Bidder's sole risk. The VSA will not be responsible for mistakes made by a Bidder and will not permit corrections after the Bid submission deadline, except as expressly allowed by the solicitation documents or applicable law.

1.28 CONDITION AND PACKAGING

Any item offered or shipped as a result of a VendorLink entry shall be the latest new and current model offered (most current production model at the time of this Bid). All shipping containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

1.29 INTERPRETATIONS

Unless otherwise stated in the Invitation for Bids, any questions regarding the Bid requirements, specifications, terms and conditions, or any designated product groups or categories must be submitted in writing to the VSA Contract Administrator, Jason Bennett, at jbennett@virginiasheriffs.org.

All requests for interpretation or clarification must be submitted in accordance with the deadlines set forth in the Bid Calendar. Only written responses issued by the VSA in an official addendum shall be considered binding.

1.30 GOVERNING LAW

These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia.

Any legal action or proceeding arising out of or relating to these Terms and Conditions, or the rights and obligations of the parties, shall be brought exclusively in the Circuit Court for the City of Richmond, Virginia.

1.31 PATENTS AND ROYALTIES

The Bidder, without exception, shall indemnify and hold harmless the VSA and its officers, members, employees and representatives from liability of any nature or kind, including costs, expenses, and reasonable attorney's fees, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by the VSA.

If the Bidder uses any design, device, or materials covered by letters, patents, or copyright, it is mutually understood and agreed, without exception, that the Bid prices shall include all royalties or costs arising from the use of such design,

device, or materials in any way involved in the work.

1.32 PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a Bidder or Contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of § 2.2-4317 of the VPPA shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the Bidder, or Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.

Credit – Virginia Public Procurement Act §2.2-4342F

1.33 ANTI-DISCRIMINATION

Discrimination prohibited; participation of small, women owned, minority-owned, and service-disabled veteran-owned business and employment services organization is encouraged.

A. In the solicitation or awarding of Contracts, the VSA shall not discriminate against a Bidder because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, the VSA shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity, which list shall include all companies and organizations certified by the Department.

B. All public bodies shall establish programs consistent with this chapter to facilitate the participation of small businesses, businesses owned by women, minorities, and service-disabled veterans, and employment services organizations in procurement transactions. The programs established shall be in writing and shall comply with the provisions of any enhancement or remedial measures authorized by the Governor pursuant to the VPPA or, where applicable, by the chief executive of a local governing body pursuant to §15.2-965.1 of the VPPA and shall include specific plans to achieve any goals established therein. State agencies shall submit annual progress reports on (i) small, women-owned, and minority-owned business procurement, (ii) service-disabled veteran-owned business procurement, and (iii) employment services organization procurement to the Department of

Small Business and Supplier Diversity in a form specified by the Department of Small Business and Supplier Diversity. Contracts and subcontracts awarded to employment services organizations shall be credited toward a Contractor's small business, women-owned, and minority-owned business Contracting and subcontracting goals. The Department of Small Business and Supplier Diversity shall make information on service-disabled veteran-owned procurement available to the Department of Veterans Services upon request.

C. Whenever there exists (i) a rational basis for small business or employment services organization enhancement or (ii) a persuasive analysis that documents a statistically significant disparity between the availability and utilization of women owned and minority-owned businesses, the Governor is authorized and encouraged to require state agencies to implement appropriate enhancement or remedial measures consistent with prevailing law.
D. In awarding a Contract for services to a small, women owned, or minority owned business that is certified in accordance with § 2.2-1606 of the VPPA, or to a business identified by a Public Body as a service disabled veteran-owned business where the award is being made pursuant to an enhancement or remedial program

as provided in subsection C, the Public Body shall include in every such Contract of more than $10,000 the following:

‘‘If the Contractor intends to subcontract work as part of its performance under this Contract, the Contractor shall include in the proposal a plan to subcontract to small, women-owned, minority-owned, and service-disabled veteran-owned businesses.’’

E. In the solicitation or awarding of Contracts, no state agency, department or institution shall discriminate against a Bidder because the Bidder 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.

F. As used in this section: "Employment services organization" means an organization that provides community-based employment services to individuals with disabilities that is an approved Commission on Accreditation of Rehabilitation Facilities (CARF) accredited vendor of the Department for Aging and Rehabilitative Services.

''Minority individual'' means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

1. ''African American'' means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

2. ''Asian American'' means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

3. ''Hispanic American'' means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

4. ''Native American'' means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

''Minority-owned business'' means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university as defined in § 2.2-1604 of the VPPA, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.

''Service-disabled veteran'' means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected

disability rating fixed by the United States Department of Veterans Affairs. ‘‘Service disabled veteran business’’ means a business that is at least 51 percent owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

‘‘Small business’’ means a business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of $10 million or less averaged over the previous three years. One or more of the individual owners

shall control both the management and daily business operations of the small business.

‘‘State agency’’ means any authority, board, department, instrumentality, institution, agency, or other unit of state government. ‘‘State agency’’ shall not include any county, city, or town.

‘‘Women-owned business’’ means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

Credit – Virginia Public Procurement Act §2.2-4310

1.34 PERMITTED CONTRACTS WITH CERTAIN RELIGIOUS ORGANIZATIONS; PURPOSE; LIMITATIONS

The VSA does not discriminate against faith-based organizations.

1.35 AMERICANS WITH DISABILITY ACT (ADA)

To request ADA material in accessible format, sign language interpreters, information on access for persons with disabilities, and/or any accommodation to review any document or participate in any VSA-sponsored proceeding, please

contact Jason Bennett, VSA Contract Administrator, at **jbennett@virginiasheriffs.org**.

1.36 MINORITY BUSINESS ENTERPRISE (MBE)

The VSA policy is that MBEs shall have the opportunity to participate in competitive Bids. Such process would be for supplying goods and services to the Customers.

1.37 QUALITY

All materials used for the manufacture or construction of any First Responder Supplies and Equipment by this Bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade of workmanship per VSA discretion.

1.38 FACILITIES

The VSA reserves the right to inspect the Bidder's facilities at any time with a two-week (calendar days) prior written notice.

1.39 REQUESTS FOR CLARIFICATION AND ADDENDA TO VENDORLINK

If a Bidder is uncertain about the meaning or intent of any part of the VendorLink submissions, the Invitation for Bids, or these Terms and Conditions, the Bidder must submit an email request for clarification to the VSA Contract Administrator by email at jbennett@virginiasheriffs.org.

All requests must be received no later than five (5) calendar days prior to the scheduled Bid opening date, as listed in the Bid Calendar. Requests submitted after this deadline will not be accepted. Telephone inquiries will not be accepted.

All requests for clarification must reference the Bid Number in the subject line of the email. The Bidder is solely responsible for ensuring that its request is submitted and received by the stated deadline.

The submission of a Bid confirms that the Bidder has thoroughly reviewed and understands all VendorLink submissions, bid documents, and applicable Terms and Conditions.

All official responses to requests for clarification, as well as any corrections or

changes to the Bid documents, will be issued by the VSA Contract Administrator through written addenda. Addenda will be posted on VendorLink and/or the VSA website by the dates listed in the Bid Calendar. Only written addenda issued by the VSA shall be considered binding. The VSA will not be responsible for any verbal explanations or informal written communications from any other VSA representative.

There are two types of addenda:

- Informal Addenda – Issued to provide minor clarifications or non-substantive changes to the Bid documents (for example, grammatical edits or formatting corrections).

- Formal Addenda – Issued when substantive changes are made that affect VendorLink submissions, Bid requirements, or the Bid process (for example, the deletion of a product from VendorLink or changes that impact how Bids must be submitted).

In the event of a conflict between the original Bid documents and an addendum, the addendum shall govern. If multiple addenda address the same issue, the most recent addendum shall control.

All Bidders must acknowledge receipt of any formal addenda by signing in the space provided on the addendum and including the signed acknowledgment with their Bid package. Failure to acknowledge a formal addendum may result in the Bid being deemed non-responsive; however, the VSA reserves the right to waive this requirement if it determines that doing so is in its best interest.

1.40 DEMONSTRATION OF COMPETENCY

The VSA may conduct a pre-award inspection of a Bidder's facilities and operations prior to making a contract award. Bids will be considered only from firms that are regularly engaged in the business of providing the goods and/or services described in this solicitation.

Each Bidder must be able to demonstrate, to the satisfaction of the VSA, a satisfactory record of performance over a reasonable period of time, as determined by the VSA in its sole discretion. Bidders must also have sufficient financial resources, staffing, equipment, and organizational capacity to ensure they can

successfully perform the services and fulfill the obligations of the Contract if awarded.

For purposes of this section, the term "equipment and organization" means a fully equipped, properly staffed, and well-established company that operates in accordance with recognized best business practices within the industry, as determined by the VSA.

The VSA may consider any available evidence regarding a Bidder's financial, technical, and operational qualifications, including past performance and prior experience with the VSA, when determining whether a Bidder is qualified and whether a contract award is in the best interest of the VSA.

The VSA may require a Bidder to provide proof that it is an authorized representative of the manufacturer or supplier that is the actual source of supply. In such cases, the VSA may also request information directly from the source of supply regarding product quality, packaging, and other characteristics. If there is a conflict between information provided by the source of supply and information submitted in the Bidder's Bid, particularly if such conflict would alter or contradict a Build Sheet submission, the Bid may be deemed non-responsive.

If, at any time during the Bid process or the term of a Contract, the VSA determines that a Bidder or Contractor no longer possesses the financial resources, equipment, staffing, or organizational capacity required under this section, the VSA may, in its sole discretion, disqualify the Bidder from further participation in the bidding process and/or cancel or terminate an awarded Contract with the Contractor.

1.41 DETERMINATION OF AWARD – RESPONSIBLE AND RESPONSIVE BIDDER

Multiple contract awards may be made under this program. However, awards will be made only to Bidders that are determined to be both responsive to the requirements of this solicitation and responsible to perform the Contract, in accordance with the Virginia Public Procurement Act. Awards will be issued by manufacturer product line, as applicable.

In determining the Bidder(s) that represent the best value and are eligible for contract award, the VSA will consider price and any other factors permitted under the Virginia Public Procurement Act, including, but not limited to, the following:

- The ability, capacity, and skill of the Bidder to perform the Contract.
- Whether the Bidder can perform the Contract within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience, and efficiency of the Bidder.
- The quality of performance under previous contracts.
- The Bidder's past and current compliance with applicable federal, state, and local laws and ordinances relating to the Contract.

The VSA reserves the right to exercise its discretion, consistent with the Virginia Public Procurement Act, in determining which Bidders are responsive and responsible and which Bids are in the best interest of the VSA and participating public bodies.

1.42 LAWS, PERMITS AND REGULATIONS

The Bidder shall obtain and pay for all licenses, permits, and inspection fees required for this project; and shall comply with all laws, ordinances, regulations, and requirements applicable to the work contemplated herein.

1.43 ELIMINATION FROM CONSIDERATION

No Contract shall be awarded to any person or Bidder that is in arrears to the Virginia Sheriffs' Association (VSA) for any debt, taxes, fees, or other financial obligations, or that is in default on any existing Contract or obligation with the VSA, whether as a principal, surety, or otherwise.

The VSA reserves the right to eliminate such a Bidder from consideration for contract award until all outstanding obligations have been fully satisfied or resolved to the VSA's satisfaction.

1.44 WAIVER OF INFORMALITIES

The Virginia Sheriffs' Association (VSA) reserves the right, in its sole discretion

and to the extent permitted by applicable law, to waive any minor informalities, irregularities, technical defects, or non-material omissions in any Bid or Bid submission. Such waivers may be exercised when the VSA determines that doing so is in the best interest of the VSA and participating public bodies and does not compromise the integrity of the competitive procurement process.

The waiver of any informality or irregularity shall not be construed as a waiver of any other requirement, nor shall it obligate the VSA to waive similar informalities or irregularities in any other Bid.

1.45 COLLUSION

Related parties mean Bidders, or the principals thereof, which have a direct or indirect ownership interest in another Bidder for the same Contract, or in which a parent company or the principals thereof of one (1) Bidder has a direct or indirect ownership interest in another Bidder for the same Contract.

Bids from Related Parties – Where two (2) or more related parties each submit a Bid for any Contract, such Bid or Bids shall be presumed to be collusive. Bids found to be collusive shall be rejected.

The foregoing presumption may be rebutted by presentation of evidence as to the extent of ownership, control, and management of such related parties in the preparation and submittal of such Bids.

Bidders who have been found to have engaged in collusion will be suspended for a minimum of one Contract year. The Bidder may be permanently barred if collusive Bidding occurs more than once in a five-year period. Any Contract resulting from collusive Bidding may be terminated for default.

Dealer and its representatives may submit multiple Bids without conflict of collusion as long as the Bid submitted is not from the same manufacturer and product line.

1.46 GRATUITIES

Bidders shall not offer any gratuities, favors, or anything of monetary value to any official, employee, representative, or agent of the VSA.

1.47 SIGNED BID CONSIDERED AN OFFER

By submitting a signed Bid in response to this Invitation for Bids, the Bidder represents and warrants that the Bid is a firm and irrevocable offer to provide the products and/or services described therein in accordance with the prices, terms, and conditions stated in the Bid and these Terms and Conditions.

A signed Bid shall remain valid and binding for the period specified in the Bid documents and may be accepted by the Virginia Sheriffs' Association (VSA) at any time during that period. The submission of a Bid signifies the Bidder's agreement to enter into a Contract with the VSA if awarded and to comply with all applicable requirements of this solicitation.

The VSA's acceptance of a Bid, as evidenced by a formal contract award, shall create a binding Contract between the VSA and the awarded Bidder, subject to the terms and conditions set forth in the Contract documents.

1.48 DELIVERY TIME

Bidders shall specify within VendorLink, the estimated delivery time for each item.

Each Contractor will provide the customer with the most accurate timeline for delivery. It is incumbent on the Contractor to provide the customer the estimated date for delivery at the issuance of the initial PO.

1.49 RIGHT TO AUDIT

The Contractor must establish and maintain a reasonable accounting system that clearly identifies all government sales made under this Contract.

The Virginia Sheriffs' Association (VSA), and its authorized representatives, shall have the right to audit, examine, and copy any financial and related records, whether maintained in written, electronic, or other form, relating to this Contract. This includes records concerning all government sales and eligible customers, whether maintained by the Contractor or by its employees, agents, successors, assigns, or subcontractors.

The Contractor must retain all such records, together with supporting documentation, for the duration of the Contract and for five (5) years following

Contract completion. Upon request, and with at least three (3) days' written notice, the Contractor shall make these records available for inspection and audit during normal business hours. Audits may be conducted at the Contractor's place of business, an offsite location selected by the VSA, or remotely by electronic means, at the VSA's discretion.

The Contractor shall ensure that the VSA has the same audit rights with respect to records maintained by the Contractor's employees, agents, successors, assigns, and subcontractors. These audit rights must be expressly included in any subcontract or agreement related to performance under this Contract.

Unless otherwise provided, the VSA will bear the cost of any audit. However, if an audit identifies underreporting, overpricing, or overcharging in excess of three percent (3%) of total purchase order billings, the Contractor shall reimburse the VSA for audit costs, up to a maximum of $5,000. If the audit reveals substantive findings of fraud, misrepresentation, or nonperformance, the Contractor shall reimburse the VSA for all audit costs. Any such reimbursement must be paid within five (5) business days of notice.

Any adjustments or payments resulting from an audit shall be made within a reasonable time, not to exceed ninety (90) days from the date the VSA presents its findings to the Contractor.

1.50 MODIFICATION/WITHDRAWALS OF BIDS

A Bidder may modify or replace all or any portion of a previously submitted Bid at any time up to the exact due date and time stated in the Bid Calendar. Any modified Bid must be submitted through VendorLink before the deadline. No modifications or replacement Bids submitted after the Bid due date and time will be accepted or considered.

All Bids shall become irrevocable three (3) business days after the Bid submission deadline. After that three-day period, all Bids shall be considered final and binding.

If a Contract is not awarded within one hundred twenty (120) days from the date of Bid opening, a Bidder may withdraw its Bid by submitting a written request to the VSA. Any withdrawal requests received outside of this timeframe will not be considered.

By submitting a Bid, the Bidder warrants that all prices quoted in its Bid response shall remain firm and valid throughout the Bid evaluation and Contract award period.

1.51 EXCEPTIONS TO BID

Should a proposed Bid not be able to meet one (1) or more of the requirements set forth in the Solicitation for Bids, and the Bidder is proposing alternatives to said requirements, the Bidder must notify the Contract Administrator via email at least five (5) days prior to the deadline for submission of Bids. The VSA reserves the right to revise the scope of services via addendum prior to the deadline for receipt of Bids.

1.52 METHOD OF AWARD

Award of this Contract will be made to each responsible and responsive Bidder. The VSA reserves the right to make multiple awards if deemed in the best interest of the VSA and the public bodies of the Commonwealth of Virginia. See Section 1.20 Basis for Award.

1.53 AMENDMENTS TO SOLICITATION DOCUMENTS

The Contract Administrator retains the right to issue amendments to the Solicitation for Bids as appropriate and necessary. Notice of any amendment will be posted on the VSA website. Bidders are responsible for monitoring the VSA website for new or updated information concerning the Bid.

1.54 AMENDMENTS TO CONTRACTS

The Contract Administrator retains the right to add or delete any items from a Bid or resulting Contract(s) when deemed to be in the best interest of the VSA and the participating eligible Customers.

1.55 VENDORLINK EXCEPTIONS, OMISSIONS, OR ERRORS

VendorLink submissions are based on the most current manufacturer literature available at the time of posting. Bidders must promptly review all VendorLink entries and required submission documents and immediately notify the VSA Contract Administrator by email of any errors, omissions, inconsistencies, or

defects. All such notifications must be submitted in writing and received no later than the deadline for requests for clarification listed in the Bid Calendar.

Bidders are required to clearly identify within their VendorLink submissions any options that require additional equipment or a product upgrade in order to obtain the original option. Bidders must also identify which options are included as part of a package or group. The factory codes listed in the "Prices" section of the Special Conditions must be used when applicable.

Failure to comply with these requirements will result in the Bidder being held fully responsible for all costs necessary to bring the first responder supplies and equipment into compliance with the original VendorLink submission.

1.56 FINANCIAL RESPONSIBILITY

The Bidder affirms by its signature on the Contract signature page that he or she:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this Bid and has adequate facilities and personnel to fulfill such requirements.

- Accepts the financial responsibility associated with this Bid and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award. In assessing financial responsibility, Contractor shall consider items such as all Build Sheet submissions, and the quantity of Build Sheet submissions bid, as well as timing of payment from Customers, which can be 45 days from receipt of invoice.

- Assumes full responsibility that all First Responder Supplies and Equipment delivered to the Customer are free and clear of all outside liens, encumbrances, security interests apart from the dealer floor plan or other dealer inventory finance security interest.

Section II

Post Bid Award Procedures

2.0 PROTEST OF AWARD

In accordance with the Virginia Public Procurement Act (VPPA), § 2.2-4360, all protests shall be submitted and handled in compliance with the procedures set forth therein. All protests of award must be received by the Virginia Sheriffs' Association (VSA) within the timeframes specified in these Terms and Conditions. Any protest not received within the stated protest period will not be accepted or considered.

All protests must be submitted in writing and addressed to the following address or sent by email to jbennett@virginiasheriffs.org

Virginia Sheriffs' Association
First Responder Supplies and Equipment Procurement Program
Contract Administrator
901 East Byrd Street
Suite 1301
Richmond, Virginia 23219

2.1 AUTHORITY TO RESOLVE PROTESTED BIDS AND PROPOSED AWARDS

(a) Right to Protest – Any Bidder who is aggrieved in connection with the solicitation for Bids or Contract award may protest to the Contract Administrator or its designee. Protests will be evaluated and resolved under the process set forth below:

(1) Any protest concerning VendorLink, requirements, and/or terms must be made within five (5) business days (for the purpose of this section "business day" means a day other than Saturday, Sunday, or a national holiday) prior to the VendorLink submission being due to the VSA. Such protest must be made in writing to the Contract Administrator, or its designee, via electronic communication (such as facsimile transmission and/or email) and such protest shall state the

particular grounds on which it is based and shall include all pertinent documents and evidence. No protest shall be accepted unless it complies with the requirements of this section. Failure to timely protest VendorLink submissions, requirements, and/or terms is a waiver of the ability to protest the award, requirements, and/or terms.

The protest will be submitted to the Contract Administrator for consideration. The Contract Administrator will consider and rule on the protest. The acceptance of VendorLink entries will not be delayed, absent extraordinary circumstances, due to the protest. The determination of the Contract Administrator is final and binding.

(2) Any protest challenging the award of a Contract must be submitted in writing within two (2) business days following the release of the Bid Award Announcement, as posted by the VSA. All protests must be received by the VSA within this timeframe. Any protest not received within the stated protest period will not be accepted or considered.

All protests must be submitted to the VSA Contract Administrator or the Administrator's designee and must clearly state the specific grounds on which the protest is based. Each protest must include all relevant documents, evidence, and supporting materials. No protest will be accepted unless it fully complies with the requirements of this section.

All Bidders will be notified in writing—via electronic communication and/or posting on the VSA website—of any protest filed following the release of the Bid Award Announcement.

Upon receipt, the protest and all supporting documentation will be promptly forwarded to the Contract Administrator for review. The decision of the Contract Administrator shall be based solely on the written protest and the accompanying materials submitted. Consideration of a protest shall not delay execution of the Contract award.

(b) Decision and Appeal Procedures – The decision shall specifically state the reasons for the action taken and inform the protestor of its right to challenge the decision by electronic communication promptly after the decision is made.

(c) Distribution – A copy of each decision by the Contract Administrator shall be mailed by certified mail, immediately after a decision is made, to the protestor.

(d) Stay of Procurements During Protest – In the event of a timely protest under this section, the Contract Administrator shall not proceed further with the award pursuant to such Bid unless a written determination is made by the Contract Administrator that the award must be made without delay in order to protect the FRSEPP.

(e) Once the bid award protest has been resolved by the Contract Administrator, the decision will be promptly issued by electronic communication. The decision shall specifically state the reasons for the action taken.

2.2 TERMINATION FOR DEFAULT

If the Contractor, for any reason within its reasonable control, fails to perform its obligations in a timely manner or otherwise breaches any material term, condition, or requirement of the Contract, the Virginia Sheriffs' Association (VSA) shall have the right to terminate the remaining services under the Contract by providing written notice of termination to the Contractor.

In the event of such termination, the Customer shall compensate the Contractor only for services or products properly performed or delivered prior to the effective date of termination, less any costs incurred by the Customer as a result of the Contractor's default.

Termination for default shall not relieve the Contractor of liability for any damages sustained by the Customer due to the Contractor's breach of the Contract. The Customer may reasonably withhold payments owed to the Contractor as a setoff until the full amount of damages has been determined.

All re-procurement costs incurred as a result of the default may be charged to the defaulting Contractor and may result in the Contractor's immediate removal from the First Responder Supplies and Equipment Procurement Program (FRSEPP).

2.3 WARRANTY OF AUTHORITY

Each person signing the Contract warrants that he or she is duly authorized to do

so and to bind the respective party to the Contract.

2.4 PRICES SHALL BE FIXED AND FIRM FOR TERM OF CONTRACT

All prices quoted by a successful Bidder and awarded under this Contract shall remain fixed and firm for the duration of the Contract term unless a price change is approved in writing by the VSA Contract Administrator. Any price change may be considered only if the Contract Administrator determines that the adjustment is in the best interest of the First Responder Supplies and Equipment Procurement Program (FRSEPP).

If a contracted price is increased during a Contract year, no additional price increases for that same product may be requested or approved during that Contract year unless expressly authorized in writing by the Contract Administrator.

Any Contractor requesting a price increase must submit the VSA's official "Mid-Contract Price Change Request Form" along with reasonable documentation justifying the increase. At a minimum, the Contractor must provide:

- A list of the current contract price and the proposed new price for each affected product;
- The percentage increase being requested for each product;
- The completed VSA Mid-Contract Price Change Request Form;
- Letter(s) or official notices from suppliers announcing or supporting the price increase.

Only after all required documentation has been received and reviewed by the Contract Administrator will a price increase request be considered. All price increase requests will be evaluated on a case-by-case basis, and any approved price increase will be communicated to the requesting Contractor by electronic mail.

Requests for mid-contract price increases will be considered by the Virginia Sheriffs' Association on a case-by-case basis; however, no request for a price increase will be accepted or reviewed within the first two (2) months following the initial contract award, nor within the final two (2) months preceding the award of a

subsequent contract term or any rollover contract. This restriction is intended to preserve pricing stability during critical contract transition periods. Any request submitted outside of these timeframes must be fully justified and submitted in accordance with the procedures outlined herein.

If a Contractor increases pricing for any awarded product or service without prior written approval from the VSA Contract Administrator, the pricing currently published by the VSA on its website shall remain the only authorized contract pricing, and the Contractor shall be required to honor and sell at that published price to all Customers. Strict compliance with this price increase request is essential, as failure to follow these guidelines may result in the Contractor being obligated to sell products at a significantly lower rate to all Customers until a requested increase is formally reviewed and approved by the VSA. Unauthorized price changes may also be considered a material breach of the Contract and could subject the Contractor to further corrective action.

Section III

Post Award Performance

3.0 DISPUTES

If any question, disagreement, or dispute arises regarding the products or services to be provided under this Contract, the matter shall be referred to the VSA Contract Administrator for review and resolution. The decision of the Contract Administrator shall be final and binding on all parties.

In the event of any conflict or inconsistency among the Bid documents, the documents shall control in the following order of precedence (from highest to lowest):

1. Any agreement resulting from the award of this Bid (if applicable)
2. Addenda issued for this Bid, with the most recent Addendum taking precedence
3. The Invitation for Bids and these Terms and Conditions
4. The awarded Bidder's Bid submission

This order of priority shall be used to resolve any discrepancies in interpretation or performance obligations.

3.1 CANCELLATION

If the Contractor violates any provision of the Contract, the VSA Contract Administrator shall provide the Contractor with written notice identifying the specific deficiencies. The Contractor shall have ten (10) business days from receipt of such notice to cure the deficiencies to the satisfaction of the VSA.

If the Contractor fails to fully correct the deficiencies within the ten (10) business-day cure period, the VSA may, in its sole discretion, immediately cancel or terminate the Contract with additional notice.

3.2 SEVERABILITY AND SURVIVABILITY

If any provision of this Contract is found to be invalid or unenforceable for any reason, that provision shall not affect the validity or enforceability of the remaining provisions. All other parts of the Contract shall remain in full force and effect.

The VSA and the Contractor further agree that any terms and conditions of this Contract that are intended to continue beyond the termination or expiration of the Contract shall survive for as long as necessary to enforce the rights and obligations of each party, as well as the rights of any Customer. This includes, but is not limited to, warranties, service agreements, maintenance plans, and any other post-sale obligations entered into between the Contractor and a Customer as a result of a purchase made under this Contract, even if those arrangements extend beyond the VSA contract term.

If any additional fees, charges, payments, or revenue are received by the Contractor from a Customer that are based on, tied to, or arise from an original purchase order issued under this Contract (including, but not limited to, extended warranties, service contracts, support agreements, or add-on services), the Contractor shall remain obligated to report such transactions to the VSA and to remit the applicable VSA administrative commission fee in accordance with the terms of this Contract.

3.3 ASSIGNMENT

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract, including any or all of its right, title, or interest therein, or his or its power to execute such Contract to any person, company or corporation without prior written consent of the VSA.

3.4 TERMINATION FOR CONVENIENCE OF THE VSA

The Virginia Sheriffs' Association (VSA) reserves the right, in its sole discretion and for its convenience, to terminate a Contract, in whole or in part, at any time and without cause by providing written notice to the Contractor. Unless otherwise stated in the notice, such termination shall become effective one hundred eighty (180) days following the Contractor's receipt of the termination notice. The VSA may, at its discretion, shorten or extend the notice period when it determines that

doing so is in the best interest of the VSA and participating Customers.

Upon receipt of a notice of termination, the Contractor shall immediately cease furnishing any additional products or services, except as necessary to complete any portion of the Contract that the VSA has expressly authorized to continue. The Contractor shall take all reasonable steps to minimize costs and obligations related to the terminated portion of the Contract.

If a Contract is terminated for convenience, all documents and records related in any way to the Bid, award, and performance of the Contract shall be made available to the VSA upon request. Any first responder supplies and equipment or materials affected by the termination shall be disposed of in a manner mutually agreed upon by the Contractor and the Customer.

The Contractor shall not be entitled to recover any anticipated or lost profits, cancellation charges, or consequential damages resulting from a termination for convenience. Any payments owed to the Contractor shall be limited solely to the Customer's liability for products or services properly delivered and accepted prior to the effective date of termination.

Termination for convenience by the VSA shall not relieve the Contractor of any obligations that are intended to survive termination, including but not limited to warranty obligations, audit rights, reporting requirements, and payment of any applicable VSA commission fees tied to prior purchases made under the Contract.

3.5 INSURANCE AND INDEMNIFICATION

The Contractor is responsible for the actions of its employees, agents, partners, and subcontractors. The Contractor shall indemnify, defend, and hold harmless the Virginia Sheriffs' Association (VSA) and all participating agencies, including their officers and employees, from all claims, damages, losses, and costs (including reasonable attorneys' fees) arising from bodily injury or property damage caused by the Contractor or its representatives. This does not apply to losses caused solely by the gross negligence of the VSA or a participating agency.

The VSA or a participating agency will give the Contractor written notice of any claim and allow the Contractor to take over the defense and settlement at its own expense. The Contractor will not be responsible for costs incurred without its prior written consent, which shall not be unreasonably withheld.

The Contractor assumes all risks of injury or damage to people or property arising from work performed under this Contract or any resulting Purchase Order and is responsible for all tools, materials, and equipment used.

Throughout the Contract term, the Contractor must:

- Maintain commercial general liability, automobile liability, and property damage insurance covering all owned, non-owned, or hired equipment used in connection with the work.

- Provide at least thirty (30) days' written notice to the Contract Administrator before any cancellation or material change in coverage.

- Use insurance carriers authorized to do business in Virginia and rated at least B+: VI by Best's Key Rating Guide.

- Submit certificates of insurance (showing the bid number and title) before work begins and updated certificates upon expiration.

All insurance shall be primary to any insurance or self-insurance maintained by the VSA and apply from the first dollar of loss. Deductibles may not exceed $25,000 unless approved by the VSA with safeguards in place to ensure payment.

The Contractor shall maintain contractual liability insurance to support its indemnification obligations and ensure that all subcontractors carry required liability and automobile coverage. Copies of all policies must be provided to the VSA upon request. The Contractor remains fully responsible for the acts and omissions of subcontractors.

Required insurance must remain in effect for the entire Contract term. Failure to provide acceptable proof of insurance within seven (7) days of a written request may result in termination of the Contract for breach.

Adding more than one insured to a policy does not limit coverage. Each insured will be treated as a member of the public for purposes of claims by another insured.

3.6 WARRANTY OF ABILITY TO PERFORM

The Contractor warrants that, to the best of its knowledge, at the time the Contract is awarded there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the State Debarred Vendors list maintained by the Virginia Division of Price and Contract, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the VSA and the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

3.7 NON-CONFORMANCE TO CONTRACT CONDITIONS

All items furnished under this Contract must fully conform to the specifications, pricing, and product descriptions submitted by the Contractor in VendorLink and accepted as part of the contract award.

The VSA and/or the Customer may inspect, or test delivered items to confirm compliance. Any item that does not meet the approved VendorLink submission or contract requirements may, at the Customer's option, be rejected and returned to the Contractor at the Contractor's sole expense. The Contractor shall be responsible for all costs associated with return, replacement, and re-delivery of nonconforming items.

If the Contractor fails to deliver items by the delivery date stated on the Purchase Order, the Customer may procure the required items from another source ("open market purchase"). Any additional cost incurred because of such purchase may be charged to the Contractor, without limiting any other rights or remedies available under this Contract.

Any violation of these provisions may also result in the Contractor's name being removed from the VSA list of vendors who are allowed to Bid on upcoming Contracts.

3.8 OPTION TO RENEW WITH PRICE ADJUSTMENT

At the sole discretion of the Virginia Sheriffs' Association (VSA), and subject to mutual written agreement, a Contract may be extended for up to two (2) additional

one-year terms.

The VSA is not obligated to approve any price increases for an extension period. Any approved price adjustment will apply only to the new extension (rollover) term and will not be retroactive or apply to the current Contract term.

It is the Contractor's responsibility to request any pricing adjustment for an extension (rollover) term. To be considered for the first day of the contract extension, the Contractor must submit the Association's "Rollover Price Change Request Template" by the date outlined in the Bid Calendar. Not all rollover contract price adjustments will not automatically be accepted.

All pricing adjustment requests must include clear documentation and justification to support the proposed price increase. If no request is received by the date outlined in the Bid Calendar, the VSA will assume the Contractor agrees to extend the Contract at the existing pricing.

The VSA reserves the right, at its sole discretion, to approve the requested adjustment, reject it, or allow the Contract to expire and re-solicit the Contract if doing so is in the best interest of the VSA and it supporting public bodies.

3.9 NON-PERFORMANCE

Contractors must remain responsive, responsible, and in full compliance with all Contract requirements always. Failure to perform, refusal to accept valid orders, misrepresentation of products or options, delayed delivery, or any conduct inconsistent with the intent of the Contract may result in corrective action, termination of the Contract, recovery of damages, and removal from future solicitations for up to three (3) years. Contractors are required to honor all valid Purchase Orders, regardless of profitability. Continued non-performance or lack of sales activity over two (2) consecutive years may result in temporary disqualification from future bids.

The Contractor must remain responsive, responsible, and in good standing with both the Virginia Sheriffs' Association (VSA) and all participating Customers throughout the entire Contract term. In evaluating a Contractor's performance and responsibility, the VSA may consider any information or evidence demonstrating the Contractor's ability, or inability, to meet the requirements of the solicitation and this Contract.

If performance issues arise, the VSA may require the Contractor to submit a corrective action plan to address identified deficiencies. Failure to comply with an approved corrective action plan may result in termination of the Contract and removal of the Contractor and its representative from future solicitations, at the discretion of the VSA.

In cases of serious or repeated misconduct, including egregious breaches of contract or trust affecting the VSA or a Customer, the Contract may be immediately terminated. The Contractor and its representative may also be barred from participating in future solicitations for up to three (3) years. An egregious breach includes, but is not limited to, actions that materially alter the approved Build Sheet submission or prevent timely delivery of ordered First Responder Supplies and Equipment.

The following are examples of conditions that may justify termination. This list is not exhaustive:

- Failure to perform the duties required under the Contract
- Refusal to accept valid orders during the Contract term when manufacturer orders are being accepted for the applicable model year and pricing is factory-protected
- Requiring additional options or add-on purchases as a condition of accepting an order
- Substituting aftermarket options when factory options are available, without the Customer's consent
- Misrepresenting optional equipment or services as "factory" when they do not meet the Contract definition
- Any other conduct the VSA determines to be inconsistent with the intent of this Contract

Any Contractor that receives a valid Purchase Order (PO) is required to accept the PO and deliver the product or service as ordered, whether the item is a base model or includes higher-cost options. The Contractor must fulfill the order regardless of profit or loss based on its submitted bid. Failure to do so may result in the VSA and/or the Customer seeking damages, including the difference in cost to obtain the product from another source, as well as any associated legal fees and costs.

All Contract terms and conditions apply for the full duration of the Contract and are

not limited to any specific year, make, or model period.

Reports of lost or disputed Purchase Orders will be reviewed and resolved on a case-by-case basis.

3.10 FACTORY INSTALLED

In the event a component(s) that does not meet the specifications is found to be installed on a product before or after the product has been accepted by the Customer, the Contractor shall be required to replace the purchased item with an item that meets the required specifications, including all factory installed components. In the alternative, the Customer shall decide whether they will accept Contractor installed components at the time of issuing the PO.

3.11 EQUITABLE ADJUSTMENT

The Contract Administrator may make an equitable adjustment in the Contract terms or pricing at his/her discretion. Adjustments to pricing may occur for various reasons, such as availability of supply (i.e. material surcharge) and extreme and unforeseen volatility in the marketplace. Adjustments may be considered if all the following criteria exist:

- The volatility is due to causes wholly beyond the Contractor's control
- The volatility affects the marketplace or industry, not just the particular Contract source of supply
- The effect on pricing or availability of supply is substantial per VSA's discretion.
- The volatility so affects the Contractor that continued performance of the Contract would result in a substantial loss for the Contractor.

When a Contractor requests an adjustment, including but not limited to price increases, the following items must be submitted, by electronic communication, to the Contract Administrator:

- A letter of request for an adjustment from the Contractor, including the group and model listed in the Contract, along with the requested changes
- When requested adjustment is based on production cutoff of a currently listed model, a letter of affirmation from the manufacturer

- When a requested equitable adjustment involves a model change, the Contractor must submit manufacturer documentation detailing the components and specifications of the proposed model. This documentation will be used to determine whether the proposed model meets or exceeds the base specification.
- Currently published MSRP listing

If an equitable adjustment results in pricing that differs from the price stated on the original Purchase Order, the Customer may, at its sole discretion, decline to proceed with the Purchase Order. The Purchase Order constitutes the contractual agreement solely between the Customer and the Contractor, and the Virginia Sheriffs' Association is not a party to that agreement. The Customer retains the right to cancel, revise, or reissue a Purchase Order that reflects pricing inconsistent with the originally submitted Purchase Order.

The Contract Administrator will consider any request for equitable adjustment at any time, provided the Contractor submits the above documentation to the Contract Administrator, in addition to any other information requested of the Contractor. However, any equitable adjustment, if approved, shall not apply to purchase orders that have already been received by the Contractor. Any adjustment of the sales price for any purchase order already received by the Contractor is exclusively between the Contractor and Customer.

3.12 PRE-DELIVERY SERVICES

To assure proper pre-delivery service, the Contractor shall provide, at time of delivery, a completed copy of the manufacturer's standard retail sale pre-delivery inspection form.

3.13 ORDER, DELIVERY, AND LIQUIDATED DAMAGES

A) Order

1) Eligible Customers shall issue a Purchase Order to the Contractor, and such PO shall bear the Contract or Bid number, group, Customer's federal identification number and contact information (telephone number and email address). The PO shall be placed by the Customer directly with the Contractor and shall incorporate by reference the Contract solicitation terms and conditions. Required

delivery or due dates should be discussed between the Customer and the Contractor at the time of the PO. It is important to note that Contractors do not have ANY control over production delays in schedules from the manufacturer.

2) The Customer is to forward an executed copy of the PO to the Contract Administrator (by email) at the time the PO is released to the Contractor. All Purchase Orders must be sent to: jbennett@virginiasheriffs.org.

3) If a Contractor receives a PO for a product or service for which they did not receive a contract award, the Contractor must notify the Customer and the Contract Administrator and return the PO to the Customer within three (3) business days.

4) All First Responder Supplies and Equipment items ordered prior to the manufacturer's close of production shall be supplied in the manufacturer's next model run of that class of First Responder Supplies and Equipment product even it is requires supplying a later model at the original Bid prices.

5) Upon receipt of a Purchase Order from the Customer, the Contractor shall place the corresponding order with the manufacturer within ten (10) business days. All orders must be submitted in full compliance with the approved contract award and the terms of the Purchase Order.

6) The Contractor is responsible for ensuring that all First Responder Supplies and Equipment ordered by the Customer are fully compatible with all selected options and comply with all applicable manufacturer requirements and industry standards. Acceptance of a Customer's Purchase Order constitutes the Contractor's acknowledgment and agreement that the First Responder Supplies and Equipment delivered will be fully compatible with all ordered options.

7) Any changes that are required to bring a First Responder Supplies and Equipment product into compliance with its various options due to an incorrect order placed by the Contractor will be accomplished

at the Contractor's expense.

B. Delivery

1) Receipt of First Responder Supplies and Equipment by the Contractor shall be deemed to occur upon acceptance of the equipment from a common carrier at the Contractor's place of business or at any third-party location mutually agreed upon by the Contractor and the manufacturer.

2) The Contractor shall complete delivery of the First Responder Supplies and Equipment to the Customer as soon as practicable following receipt from the manufacturer. First Responder Supplies and Equipment originating as incomplete products shall be exempt from this requirement.

3) All fees must be included in the base price, and all pricing shall be firm. Delivery shall be F.O.B. Destination, delivered directly to the Customer. If there is any discrepancy between a unit price and an extended (total) price, the unit price shall govern. All First Responder Supplies and Equipment delivered to or installed at any participating agency location must include all standard manufacturer equipment and applicable warranties.

4) Warranty Start Date – All warranties shall begin at the time of delivery and final acceptance by the Customer. If the Customer needs to reset the warranty start date because of an extended delivery date, the request to reset the warranty must be made in writing to the Contractor.

5) The Contractor shall provide the Customer's designated representative, as identified on the Purchase Order, with no less than twenty-four (24) hours' advance notice prior to delivery. Standard delivery hours are between 8:00 a.m. and 3:30 p.m. on the Customer's normal business days; however, deliveries outside of this timeframe may be accepted if expressly approved in advance by the Customer. Transport deliveries must be unloaded and ready for inspection no later than 3:00 p.m. unless otherwise approved by the Customer. Deliveries that do not comply with these requirements or

that are not approved by the Customer may be rejected and will be subject to redelivery at the Contractor's expense.

C. Liquidated Damages

1) Force Majeure – Liquidated damages shall not be assessed for a delay resulting from the Contractor's failure to comply with delivery requirements if neither the fault nor the negligence of the Contractor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that subcontractors or suppliers if no alternates source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, they shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either 1) within ten (10) days after the cause that creates or will create the delay first arose, if the vendor could reasonably foresee that a delay could occur as a result, or 2) if delay is not reasonably foreseeable, within five (5) days after the date the vendor first had reason to believe that a delay could result. The foregoing shall constitute the Contractor's sole remedy or excuse with respect to delay.

3.14 ACCEPTANCE

The Customer is responsible for conducting a thorough inspection of all purchased items prior to acceptance. Copies of the applicable specifications and the Purchase Order will be provided with the delivery. The Customer shall review the purchased items and compare them against the bid specifications, the Purchase Order, and the manufacturer's invoice to confirm that the items meet or exceed all contractual and technical requirements. The Customer shall also inspect the purchased items for any visible or physical damage at the time of delivery.

Delivery of purchased items to the Customer does not constitute acceptance for payment purposes. Final acceptance and authorization for payment shall occur only after the Customer has completed its inspection and determined that the purchased items fully comply with the Contract specifications and all applicable requirements.

Should the delivered items differ in any respect from the specifications, payment may be withheld, depending on the severity of the error, by the Customer until such time as the Contractor completes the necessary corrective action. Purchased items shall be delivered with each of the following documents completed/included:

a. copy of "Customer's PO"
b. copy of the applicable "First Responder Supplies and Equipment specification"
c. copy of "manufacturer's invoice." Prices may be deleted from manufacturer's invoice.
d. copy of "pre-delivery service report"
e. "warranty certification"
f. owner's manual

Deliveries that do not include the above forms and publications may be considered as incomplete and may be refused by the Customer.

3.15 INVOICING AND PAYMENTS

Invoicing and payment are the sole responsibility of the Contractor and the Customer placing orders under the First Responder Supplies and Equipment Procurement Program (FRSEPP). The Contractor shall invoice each Customer directly and independently of the Virginia Sheriffs' Association for all items purchased through the FRSEPP.

The Contractor shall be paid by the Customer upon submission of a properly certified invoice reflecting the prices in effect under the FRSEPP at the time the goods are accepted by the Customer. Upon receipt of the goods, the Customer shall have three (3) business days to inspect and approve the purchased items prior to acceptance.

At a minimum, each invoice must include the following information:

- Shipping location
- Purchase Order number
- VSA FRSEPP number
- Quantity shipped
- Unit and total price
- Invoice date

- Make, model, and serial number of the First Responder Supplies and Equipment

Copies of all invoices shall be submitted to the Virginia Sheriffs' Association via email at jbennett@virginiasheriffs.org

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3.16 INADEQUATE SERVICE

When items requires service or adjustments upon delivery, the Contractor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized Contractor, or others, to remedy the defect. Such service or adjustments shall be initiated by the Contractor within forty-eight (48) hours (not including weekend and holidays) after notification by a Customer. Delivery will not be considered complete until all service and/or adjustments are satisfactory, and the items redelivered and accepted by the Customer.

The provisions of the delivery paragraph (Section 3.13B) shall remain in effect until the redelivery is accomplished and the First Responder Supplies and Equipment is accepted by the Customer. The cost of any transportation required shall be the responsibility of the Contractor.

3.17 WARRANTY, REPAIRS AND SERVICE

Failure by any manufacturer's authorized representative to render proper warranty service/adjustments, including providing a copy of the warranty work order to the Customer, shall subject that representative and the Contractor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the Contract Administrator.

3.18 CONTRACTORS' ACTIVITY REPORTS AND SCHEDULE AND FEE DEPOSIT REQUIREMENTS

<u>Purchase Order (PO) Submission Requirements</u>:

Contractors are required to submit copies of all Customer Purchase Orders issued under this Program to the Virginia Sheriffs' Association. Contractors must follow the following requirements:

- A copy of each Purchase Order must be submitted upon receipt by the Contractor and is considered late after ten (10) business days.

- The Virginia Sheriffs' Association reserves the right to assess a $50.00 fine per occurrence for late submission of Purchase Orders.
- Contractors that incur three (3) consecutive late submissions will be fined for each subsequent late occurrence for the remainder of the active contract term.
- Any applicable fines will be included on the quarterly report invoice.
- Contractors must scan and email a complete copy of each Purchase Order to jbennett@virginiasheriffs.org.
- The email subject line must include the following: PO – [Contractor Name].

Quarterly Activity Reports and Commission Fees:

Contractors are required to submit quarterly activity reports detailing all First Responder Supplies and Equipment transactions and the corresponding commission fees owed to the Virginia Sheriffs' Association.

- Quarterly reports are due no later than the 10th day of the month following the end of each calendar quarter.
- All awarded Contractors must submit a signed and dated quarterly report, even if there was no activity during the quarter. Reports with no activity must clearly state "No sales this quarter."
- Copies of Purchase Orders are not required to be submitted with the quarterly report, as they should already be on file with the Association.
- Reports must include the Contractor's name and the report date. Identification of the quarter is not required.
- Payment of commission fees by check or electronic funds transfer (EFT) must be received no later than the 15th day of the month following the close of the quarter.
- Any anticipated delays in submitting commission fees must receive prior approval from the Contract Administrator.
- Reports that do not follow the required format or that are incomplete or unclear will be returned to the Contractor for correction.

By submission of these Quarterly Activity Reports and corresponding fee deposits, the Contractor is certifying the accuracy of such reports and deposits. All reports and fee deposits shall be subject to audit by the VSA or its designee. Copies of Customer's original POs will be used by the VSA as a check and balance measure.

Contractors that fail to submit required quarterly activity reports and associated fees by the established deadlines will be subject to late fees. A late fee of $25.00 per day will be assessed for each calendar day the report and fees remain outstanding, beginning on the sixteenth (16th) day of the month following the end of the quarter. Contractors that require more than two (2) reminders to submit a quarterly activity report may be subject to additional fines. All assessed fines will be included on the invoice issued by the Virginia Sheriffs' Association during the quarterly report review period.

Late fees must be included with the Contractor's fee submission. Late fees that remain unpaid for more than forty-five (45) days may result in the Contractor being disqualified from participating in the following year's solicitation.

The Virginia Sheriffs' Association will provide notice of upcoming quarterly report deadlines via email ten (10) business days prior to the due date. No additional reminders will be issued. Each Contractor is responsible for ensuring that the Contract Administrator has accurate and current contact information for the individual responsible for quarterly reporting. Updated contact information must be submitted to Jason Bennett at jbennett@virginiasheriffs.net.

Failure to submit quarterly activity reports and associated fees within thirty (30) calendar days following the end of a quarter will result in the Contractor being found in default. A Contractor may be deemed in default for failure to submit required quarterly reports even if no sales occurred during the reporting period.

3.19 CONTRACTOR INSTALLED OPTIONS

All Contractors' installed options shall be installed according to the manufacturer's specifications.

All Contractor installed options must be manufactured by a manufacturer recognized by the industry of the option provided unless the option is not available from a recognized manufacturer. The Contractor is required to disclose the "make/model" of the product being offered and the location, design, and model must be approved by the Customer prior to installation. The Contractor must also disclose the warranty of any item that is less than or exceeds factory First Responder Supplies and Equipment factory warranty coverage.

An awarded Contractor that employs or subcontracts technicians to install options on contracted supplies and equipment priced on this Contract are required to utilize technicians that are certified in installation through an approved agency.

The Contract Administrator may at any time during the Contract period request proof of the required certification.

Any awarded Contractor that violates this provision may be considered in default of the Contract. The Contract may then be terminated upon a ten-day written notice of said violation.