| Contract #: | 22-0043 |  |
|-------------|---------|--|
|-------------|---------|--|

#### **CONTRACT**

### <u>DINWIDDIE COUNTY</u> 2021 FORD UTILITY POLICE INTERCEPTOR UTILITY

| The Agreement is made this 6th              | day of  | December        | 2021, by and between <b>Sheehy Ford</b> |
|---|---------|-----------------|---|
| of Richmond, of 641 Johnston Willis Drive,  | Chester | rfield, VA 2323 | 36 (party of the first part, and        |
| hereinafter known as "Contractor"), and the | County  | of Dinwiddie,   | Virginia (party of the second part,     |
| and hereinafter known as "County").         |         |                 |   |

**WHEREAS**, pursuant to the Virginia Public Procurement Act, County used cooperative procurement to procure a Ford Utility Police Interceptor Utility for the Sheriff's Office; and

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

WHEREAS, Contractor was selected to provide vehicle; and

**NOW THEREFORE,** in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

- 1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) Virginia Sheriff's Association Contract 21-04-0925 including any addenda and (3) Contractor's quote. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
- 2. **Time of Performance.** Contractor agrees to deliver vehicle within sixty (60) days from the date of this contract.
- 3. **Costs.** Contractor agrees to provide vehicles pursuant to this Contract for a sum no greater than THIRTY-FOUR THOUSAND SIX HUNDRED TWENTY-SIX AND 40/100 DOLLARS (\$34,626.40) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice.
- 4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to: Notice to Contractor shall be made to:

W. Kevin Massengill Leah Arnold

County Administrator Sheehy Ford of Richmond P. O. Drawer 70 641 Johnston Willis Drive

Dinwiddie, Virginia 23841 North Chesterfield, Virginia 23236

(804) 469-4500 (804) 419-1381

accounting@dinwiddieva.us leaharnold@sheehy.com

- 5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the General Terms and Conditions.
- 6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
- 7. **Severability.** If any provision of this Agreement is determined to be unenforceable, invalid or illegal, then the enforceability, validity and legality of the remaining provisions will not in any way be affected or impaired, and such provision will be deemed to be restated to reflect the original intentions of the parties as nearly as possible in accordance with applicable law.
- 8. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

**IN WITNESS WHEREOF,** the parties hereto have executed this Contract as of the day first written above.

| County of Dinwiddie, Virginia | Sheehy Ford of Richmond                |  |  |  |
|-------------------------------|--|--|--|--|
| X W. Levin Massengill         | X hesh Arnold                          |  |  |  |
| W. Kevin Massengill           | Print Name/Title:                      |  |  |  |
| County Administrator          | Leah D. Arnold/Manager Municipal Sales |  |  |  |
| Approved as to form:          | Department Approval:                   |  |  |  |
| X was Noty                    | X Donal 1 Cale                         |  |  |  |
| Legal Counsel                 | D. T. Adams<br>Sheriff                 |  |  |  |

## DINWIDDIE COUNTY GENERAL TERMS AND CONDITIONS

#### 1. Laws, Regulations, and Courts.

- This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures.
- The Contractor shall comply with all federal, state and local laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work and shall give all notices required thereby.
- A. All solicitations or contracts issued by Dinwiddie County shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this agreement shall lie in the Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. The County and the Contractor are encouraged to resolve any issues in controversy arising from contractual dispute using Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366).
- 2. **Taxes.** Pursuant to Virginia Code Section 58.1-609.1(4), the County is exempt from the payment of Virginia state sales and use taxes. Vendors should not include such taxes in invoices presented to the County for payment. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request.
- 3. Anti-Discrimination Statement by County. The County certifies that it shall not discriminate against any bidder, offeror or contractor because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

#### 4. Anti-Discrimination Statement by Contractor.

- A. During the performance of the contract, the Contractor agrees to the following provisions.
  - 1. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- B. The Contractor also agrees to include the provisions in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.
- 5. **Immigration Reform and Control Act of 1986.** Contractor certifies that it does not and will not during the performance of the contract knowingly employee unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- 6. **Drug-Free Workplace.** During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

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

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

#### Minimum Insurance Coverage and Limits Required:

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

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

- 4. Automobile Liability \$1,000,000 combined single limit.
- 5. Professional Liability \$1,000,000 per occurrence.
- 10. **Debarment Status.** The Contractor certifies that it is not currently debarred from submitting proposals or bids on contracts by any department, agency or political subdivision of (i) the Commonwealth of Virginia, (ii) any other state, or (iii) the federal government, nor is it an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the same.

#### 11. Payment.

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

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

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

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

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

#### 16. Termination of Contract.

#### A. Termination for Cause.

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

#### B. Termination for Convenience

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

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

- All amounts then otherwise due under the terms of this contract as of the latest request for payment,
- Amounts due for work performed subsequent to the latest request for payment through the date of termination, and
- Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the forgoing, County shall have no further obligations to the Contractor of any nature.
- i. In no event shall termination for the convenience of the County terminate the obligations of the Contractor's surety on its payment and performance bonds.
- 17. **Contractual Disputes.** Disputes and claims arising under this agreement shall be processed pursuant to the Code of Virginia Section 2.2-4363.
- 18. **Audit.** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment from the County, or until audited by the County, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- 19. **Patents, Copyright and Trademark.** The Contractor shall obtain all licenses necessary to use any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall indemnify, defend, hold and save harmless the County, its officers, agents, and employees, from any loss or liability for or on account of such infringement.



## **Virginia Public Body Procurement Worksheet**

The Virginia Sheriffs' Association's Vehicle Procurement Program is open to all public bodies within the Commonwealth of Virginia. For assistance with the worksheet and any questions regarding this Procurement Program please contact Anna Martin at (919) 459-1072.

**Disclaimer:** Please contact awarded dealer before issuing purchase order. Pricing is subject to change. Click on the dealer directory below for all contact information.

<u>Dealer Directory</u>

Bid 21-04-0925 Specification #7

#### **Awarded Dealer Type of Vehicle Zone Base Unit Price** 2021 Ford Police Interceptor Utility AWD (K8A) Sheehy Ford of Richmond Dogwood \$32,555.00 Sheehy Ford of Richmond 2021 Ford Police Interceptor Utility AWD (K8A) Colonial \$32,455.00 Sheehy Ford of Richmond 2021 Ford Police Interceptor Utility AWD (K8A) Heritage \$32,455.00 Sheehy Ford of Richmond 2021 Ford Police Interceptor Utility AWD (K8A) Chesapeake \$32,429.00

The 2021 Ford Police Interceptor Utility AWD (K8A) purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and VSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

Click here for a listing of all standard equipment including, but not limited to standard engine and powertrain.

| Purchasing Agency:   | DINWIDDIE - INCOMING STOCK |
|--|----------------------------|
| Color (Specify Color per<br>Quantity):   | WHITE                      |
| lease use a separate<br>orksheet per vehicle when<br>rdering multiple vehicles with<br>ifferent options. |                            |

| Quantity | (Please select your zone from drop down menu below) |  | Unit Price  | Qty Price    |
|----------|---|--|-------------|--------------|
| 1        | Colonial  |  | \$32,455.00 | \$ 32,455.00 |

If you would like to pick up your vehicle from the dealer please enter a negative quantity amount for the delivery fee of the district you are purchasing from - For Example: -2 (For 2 Vehicles)

**Order Code Delete Options** 

| Delivery Fee - Dogwood District    | \$20.00 | \$<br>- |
|------------------------------------|---------|---------|
| Delivery Fee - Colonial District   | \$20.00 | \$<br>- |
| Delivery Fee - Heritage District   | \$20.00 | \$<br>- |
| Delivery Fee - Chesapeake District | \$20.00 | \$<br>- |

A quantity must be entered for all desired options below.

When ordering vehicles with the exact same options, please enter the number of vehicles as the quantity

# Order Code Add Options 3.3L V6 TI-VCT ENGINE

|   | Tail Lamp / Police Interceptor Housing Only: Pre-existing holes with standard |     |          |              |
|---|---|-----|----------|--------------|
|   | twist lock sealed capability (does not include LED strobe)(eliminates need to |     |          |              |
| 1 | drill housing assemblies)   | 86T | \$56.40  | \$<br>56.40  |
| 1 | Remote Keyless  | 55F | \$319.60 | \$<br>319.60 |
| 1 | Dark Car Feature – Courtesy lamps disabled when any door is opened            | 43D | \$23.50  | \$<br>23.50  |
|   | Switchable Red/White Lighting in Cargo Area (deletes 3rd row overhead map     |     |          |              |
| 1 | light)  | 17T | \$47.00  | \$<br>47.00  |
| 1 | Pre-wiring for grille LED lights, siren and speaker                           | 60A | \$47.00  | \$<br>47.00  |
| 1 | Spot Lamp – LED Bulb: Driver Only (Unity)                                     | 51R | \$371.30 | \$<br>371.30 |
|   | Wheel Covers (18" Full Face Wheel Cover) - Note: Only available with the      |     |          |              |
|   | standard Police wheel, not available with 64E                                 | 65L | \$56.40  |              |
|   | Rear-Door controls Inoperable / Locks Inoperable (locks, handles and          |     |          |              |
|   | windows) Note: Not available with 52P. Note: Can manually remove window       |     |          |              |
|   | or door disable plate; Note: Locks/windows operable from driver's door        |     |          |              |
| 1 | switches with special tool  | 68G | \$70.50  | \$<br>70.50  |

|   | Mirrors – Heated Sideview - Note: Not required when ordering BLIS® (heated |     |          |                 |
|---|--|-----|----------|-----------------|
| 1 | mirror is included with BLIS®)   | 549 | \$56.40  | \$<br>56.40     |
| 1 | Reverse Sensing System   | 76R | \$258.50 | \$<br>258.50    |
|   |  |     |          |                 |
| 1 | Aux Air Conditioning - Note: Now available with Cargo Storage Vault (63V). | 17A | \$573.40 | \$<br>573.40    |
| 1 | 100 Watt Siren/Speaker (includes bracket and pigtail)                      | 18X | \$296.10 | \$<br>296.10    |
|   |  |     |          |                 |
| 1 | OBD II - CONECTOR/SPLITTER FOR EMERGENCY EQUIPMENT (USE WITH CARBIDE)      | 61B | \$51.70  | \$<br>51.70     |
|   |  |     |          |                 |
|   |  |     |          |                 |
|   | Total Per Unit   |     |          | \$<br>34,626.40 |
|   |  |     |          |                 |
|   | Exterior Color:  |     |          |                 |
| 1 | Oxford White   | YZ  |          |                 |
|   |  |     |          |                 |
|   |  |     |          |                 |
|   | Total of All Units   |     |          | \$<br>34,626.40 |

**Next Steps:** Please submit completed worksheet to contracted dealer to confirm all pricing as pricing is subject to change. Original purchase order must be sent to contracted dealer.

A copy of all purchase orders must be sent to Kaylyn Mtiman at kmitman@virginiasheriffs.org

PURCHASE ORDER

PAGE- 1 Batch # 01207

RICHMOND VA 23235-0045

COUNTY OF DINWIDDIE

BOARD OF SUPERVISORS

P.O. DRAWER 70

DINWIDDIE, VA 23841-0000

PHONE # 804-469-4500

FAX # 804-469-4503

\*\*\*\*\*\* PURCHASE \*\* ORDER NUMBER \*\*

0001412 \*\*

DATE-2021/12/01

VENDOR- SHEEHY FORD P O BOX 35045 003285

SHIP TO- COUNTY OF DINWIDDIE

SHERIFFS DEPT

13850 COURTHOUSE ROAD

DINWIDDIE, VA 23841

ORDER DATE- 2021/12/01 SHIP VIA-

REQUESTED SHIP DATE- 00000000 REFERENCE-

| TEM | STOCK#   | QUANTITY | UNIT   |                            | UNIT         | EXTENDED  |
|-----|----------|----------|--------|----------------------------|--------------|-----------|
| 10. | <br>     |          | ISSUE  | G/L NUMBER                 | COST         | COST      |
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| 1   |          | 1.00     | EA     | 2021 Ford Inceptor Utility | 34,626.400   | 34,626.40 |
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\*\*\*\*\* COMMENTS \*\*\*\*\*

Per Contract

\*\*\*\*\* IMPORTANT \*\*\*\*\*

OUR PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE. PLEASE ADVISE US IF YOU ARE UNABLE, FOR ANY REASON, TO SHIP ON THE REQUESTED DATE. THIS PURCHASE IS EXEMPT FROM TAX UNDER PROVISIONS OF ALL STATE RETAIL SALES AND USE TAX ACTS.

ORDER TYPE- ORIGINAL

APPROVED BY-

DATE- 2021/12/01

W. kevin Massengill 12/2/2021 | 12:06 PM EST

TOTAL COST \$34,626.40

## **DocuSign**

#### **Certificate Of Completion**

Envelope Id: D20598FC81A6426D9EACAD2F1DE87486

Subject: Contract with Sheehy Ford

Source Envelope:

Document Pages: 11 Signatures: 5
Certificate Pages: 5 Initials: 0

AutoNav: Enabled

**Envelopeld Stamping: Enabled** 

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

Status: Completed

Envelope Originator:

Hollie Casey

hcasey@dinwiddieva.us IP Address: 139.60.228.178

#### **Record Tracking**

Status: Original

12/1/2021 | 10:08 AM

Holder: Hollie Casey

hcasey@dinwiddieva.us

Location: DocuSign

#### **Signer Events**

William Hefty bill@heftywiley.com

Legal Counsel
County of Dinwiddie

Security Level: Email, Account Authentication

(None)

#### **Signature**

was kely

Signature Adoption: Drawn on Device Using IP Address: 50.251.122.174

#### **Timestamp**

Sent: 12/1/2021 | 10:33 AM Viewed: 12/2/2021 | 09:22 AM Signed: 12/2/2021 | 09:22 AM

#### **Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

D. T. Adams

dadams@dinwiddieva.us

Security Level: Email, Account Authentication

(None)

Donal Jake

Signature Adoption: Drawn on Device Using IP Address: 174.206.96.174

Signed using mobile

Sent: 12/2/2021 | 09:22 AM Viewed: 12/2/2021 | 10:56 AM

Signed: 12/2/2021 | 10:57 AM

#### **Electronic Record and Signature Disclosure:**

Accepted: 12/2/2021 | 10:56 AM

ID: 43fd4601-3cfc-45c1-a6f5-6efed4bd2a39 Company Name: Dinwiddie County

W. Kevin Massengill

kmassengill@dinwiddieva.us

County Administrator Dinwiddie County

Security Level: Email, Account Authentication

(None)

W. kevin Massengill

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

Sent: 12/2/2021 | 10:57 AM Viewed: 12/2/2021 | 12:05 PM Signed: 12/2/2021 | 12:06 PM

#### **Electronic Record and Signature Disclosure:**

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

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

Company Name: Dinwiddie County

Leah Arnold

leaharnold@sheehy.com Manager, Sheehy Municipal Sales

Sheehy Ford of Richmond

Security Level: Email, Account Authentication (None)

C:-----

Lesh Arnold

Signature Adoption: Pre-selected Style Using IP Address: 98.182.104.65

Sent: 12/2/2021 | 12:06 PM Resent: 12/3/2021 | 03:28 PM Viewed: 12/5/2021 | 07:02 PM Signed: 12/5/2021 | 07:04 PM

#### **Electronic Record and Signature Disclosure:**

Accepted: 7/26/2021 | 07:09 PM ID: e941f105-c853-4dee-a096-e96543794971

Company Name: Dinwiddie County

**Signer Events** Hollie Casey hcasey@dinwiddieva.us Procurement Officer Dinwiddie County Security Level: Email, Account Authentication

(None)

**Electronic Record and Signature Disclosure:** 

Accepted: 9/15/2021 | 08:30 AM ID: fbb6381e-0224-48a7-8dcb-8e325672939f

Company Name: Dinwiddie County

**Signature** 

**Completed** 

Using IP Address: 139.60.228.178

**Timestamp** 

Sent: 12/5/2021 | 07:04 PM Viewed: 12/6/2021 | 09:15 AM Signed: 12/6/2021 | 09:15 AM

| In Person Signer Events                | Signature | Timestamp  |
|--|-----------|--|
| Editor Delivery Events                 | Status    | Timestamp  |
| Agent Delivery Events                  | Status    | Timestamp  |
| Intermediary Delivery Events           | Status    | Timestamp  |
| Certified Delivery Events              | Status    | Timestamp  |
| Carbon Copy Events                     | Status    | Timestamp  |
| William Knott<br>wknott@dinwiddieva.us | COPIED    | Sent: 12/6/2021   09:15 AM<br>Viewed: 12/6/2021   09:38 AM |

Security Level: Email, Account Authentication **Electronic Record and Signature Disclosure:** Accepted: 6/22/2020 | 12:51 PM ID: 103cc59a-0bb1-4846-a5a1-af0f2aad1b3e Company Name: Dinwiddie County

| Witness Events                             | Signature        | Timestamp            |  |  |  |
|--|------------------|----------------------|--|--|--|
| Notary Events                              | Signature        | Timestamp            |  |  |  |
| Envelope Summary Events                    | Status           | Timestamps           |  |  |  |
| Envelope Sent                              | Hashed/Encrypted | 12/1/2021   10:33 AM |  |  |  |
| Certified Delivered                        | Security Checked | 12/6/2021   09:15 AM |  |  |  |
| Signing Complete                           | Security Checked | 12/6/2021   09:15 AM |  |  |  |
| Completed                                  | Security Checked | 12/6/2021   09:15 AM |  |  |  |
| Payment Events                             | Status           | Timestamps           |  |  |  |
| Electronic Record and Signature Disclosure |                  |                      |  |  |  |

#### ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Dinwiddie County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

#### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

#### Withdrawing your consent

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

#### Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Dinwiddie County:**

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

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

#### To advise Dinwiddie County of your new email address

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

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### To request paper copies from Dinwiddie County

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to heasey@dinwiddieva.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### To withdraw your consent with Dinwiddie County

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to hcasey@dinwiddieva.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

#### Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <a href="https://support.docusign.com/guides/signer-guide-signing-system-requirements">https://support.docusign.com/guides/signer-guide-signing-system-requirements</a>.

#### Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Dinwiddie County as described above, you consent to receive
  exclusively through electronic means all notices, disclosures, authorizations,
  acknowledgements, and other documents that are required to be provided or made
  available to you by Dinwiddie County during the course of your relationship with
  Dinwiddie County.