

# COUNTY OF YORK, VIRGINIA

## INFORMATION FOR BIDDERS FOR REQUESTS FOR QUOTATIONS (RFQ)

1. All bids must be submitted on or in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted and plainly marked using bid number, date and time.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the County after the date specified for bid opening, may not be considered. It will be the responsibility of the Bidder to see that his bid is in this office by the close of business (5:00 p.m. EST) on the specified date. Phone, email ([purchasing@yorkcounty.gov](mailto:purchasing@yorkcounty.gov)) or FAX bids will be accepted.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included. Less Federal, State and local taxes.
4. The time of proposed delivery must be stated in definite terms. If delivery for different commodities varies, the bidder shall so state. Length of time for delivery as well as price may be considered in awarding of bid.
5. Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the bidder's risk and expense.
6. All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed and dated in ink by person signing quotations. Quotations must show unit price, amount and grand total. In case of error in the extension of prices, the unit price shall govern.
7. Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which bids are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting bids on a commodity other than as specified. Bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to bids submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the County. If the Bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity described.
8. Bidder declares that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud.
9. Award will be made to the most responsible and responsive bidder. The quality of the articles to be supplied their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award.
10. The County reserves the right to award by item, groups of items or total bid; to reject any and all bids in

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whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the County will be served.

11. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by consignee, whichever is the later date.
12. Acceptance of a bid by the County is not an order to ship.
13. Each bid is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the County, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the County on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
14. Any equipment delivered must be standard new equipment latest model, except as otherwise specifically stated in bid. Where any part or nominal appurtenances of equipment is not described, it shall be understood that all the equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
15. In event of default by the Contractor, the County reserves the right to procure the commodities and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.
16. The contractor guarantees to save the County, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the contractor is not the patentee, assignee or licensee.
17. All quotations must be signed with the firm name and by a responsible officer or employee. Obligations assumed by such signature must be fulfilled.
18. Verify your quotations before submission as they cannot be withdrawn or corrected after being opened.
19. If you do not quote, return this sheet and state reason. Otherwise your name may be removed from our mailing list.
20. Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction shall apply.
21. Unless canceled or rejected, a responsive quote from the lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds the Purchasing Agent reserves the right to negotiate with the apparent low bidder to obtain a mutually agreeable contract price. The negotiations shall be confined to a reduction in the contract price and shall not deal with changes in the contract requirements.