Quick Quote #2019-001

Item: Laptop computers meeting the specifications herein.

Quote Due: No later than June 21, 2019 by 3:00 PM Eastern time to Mike Henson as described below.

Performance: Complete delivery of all goods within 30 days from Notice to Proceed.

Quote Delivery: In Person; or by USPS (PO Box 888, Big Stone Gap, VA 24219); or ground carrier to street address (1501 3rd Ave. E, Big Stone Gap Virginia 24219) fax to 276-523-0426 or email mhenson@meoc.org. IT IS THE RESPONSIBILITY OF OFFERER TO ENSURE QUOTE IS RECEIVED BY Mike Henson BY THE DEADLINE.

Pre-Quote Conference: None

Goods Delivery Location: 1501 3rd Ave E, Big Stone Gap, VA 24219, Front Desk.

Items not addressed herein will be as specified in the MEOC Financial Policy Manual and the Virginia Public Procurement Act (VPPA), most recent version on the Virginia LIS website. In the event of a conflict of terms, the VPPA shall rule.

Offeror’s Name:

Address:

City, State, Zip

Phone: Fax: email:

Virginia DPOR # (if applicable):

Total Quote Price per Unit: $____________________ on ______________Units.

ATTACHMENTS (IF ANY) / COMMENTS (IF ANY):
Product Desired

1) Mountain Empire Older Citizens, Inc. (hereinafter MEOC), wishes to make a one-time bulk purchase of 20 to 32 new laptop computers.

2) Successful Offeror shall provide, and deliver to the street address specified on Page 1 of this ITQ, laptop computers meeting the following minimum specifications. Remember, if you only have a product that exceeds these requirements for some items, you may still offer it, but please indicate in your Quote which items exceed the minimum specification. However, offering an item that is below these minimum standards on some items may result in your Quotation being disallowed. If you offer an item that does not meet these minimums, please indicate so in the Quote.

3) MEOC will evaluate offers based on these minimum specifications.
   a. 8th Gen Intel Quad-Core i7
   b. 16GB DDR4 RAM
   c. 512GBM.2 SSD
   d. 14" Full HD (1920 x 1080) (NON-Touch) Video
   e. Support for (DP/HDMI) 4K 4096x2304 60Hz/30Hz
   f. Wireless 802.11 a/b/g/n/ac
   g. BlueTooth v5
   h. Integrated Webcam
   i. 1 - USB Type-C 3.1
   j. 1 - HDMI 1.4b
   k. 2 USB 3.1 Gen 1
      1 USB 3.1 Type-C™ Gen 1 (Power delivery, DisplayPort™)
      1 USB 2.0 (power port)
   l. RJ45 Network connection, Gigabyte Ethernet
   m. 1 headphone/microphone combo
   n. Powered by AC, Battery and Charger to be included
   o. TPM 2.0 included
   p. Windows 10 Pro Pre-Installed
   q. 3 year parts & labor warranty
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r. 3 year onsite warranty, as an optional addition, and cost, if not included in base unit

4) MEOC reserves the right to make no award of orders, or orders up to the maximum amount of funds available for this purpose, to split awards between vendors should it be necessary for timely delivery and to accept offers that in MEOC’s sole discretion are deemed to be in MEOC’S best interests.

5) Warranty and Service Contact: Contractor shall provide the business name, contact name, phone number, and address of an authorized service repair vendor / center that will honor all warranty work and repairs on the product they (the Contractor) offer.

6) The Contractor shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the quote to enable MEOC to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the quote/proposal to be considered nonresponsive.

7) The successful bidder must be able to provide the following:
   a. an invoice or packing slip which includes a listing of the manufacturer serial number of each computer/laptop unit;
   b. Equipment delivery and shipment tracking details to I.T. Director via email, prior to actual shipping.

**General Terms and Conditions**

1) **Virginia Public Procurement Act**: This solicitation is subject to the provisions of MEOC Financial Policies and Procedures and the Virginia Public Procurement Act (VPPA), and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. In the event of a conflict of terms, the VPPA shall rule.

2) **APPLICABLE LAWS AND COURTS**: This solicitation and any resulting contract shall be governed in all respects by the laws of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth, Wise, Virginia.

3) **Dispute procedures** In the process of procurement of goods and services, disputes may occur regarding the award of contract or bid or during the life of the working relationship between Mountain Empire Older Citizens and the Contractor. An internal dispute procedure redress through should be established to handle and resolve disputes rather than forcing non-administrative or legal channels. Because time is money, it is wise to establish a threshold for the administrative review of disputes. Consistent with the Virginia Public Procurement Act, a $30,000 value on the goods or services procurement sparking the disagreement is a reasonable threshold. Disputes may include protests of a decision to award or an award, appeals from refusals to allow withdrawal of bids, appeals from disqualifications, determinations or non-responsibility, appeals of denials of protests, and appeals from decisions on disputes arising
during the performance of a contract, or any of these which relate to contracting. Mountain Empire Older Citizens, Inc. review procedure allows for a review the Business Office and Executive Director with a recommendation to the Board to resolve the difficulty. Mountain Empire Older Citizens, Inc. allows the contractor ten days after the contract is awarded to file a claim against the agency’s procurement action. MEOC will hear the dispute and render a decision within ten additional days from the time the claim is filed. MEOC and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using non-judicial means, such as Alternative Dispute Resolution (ADR) procedures (Code of Virginia, § 2.2-4366) or, as a guide, the Virginia Vendors Manual. ADR procedures are described in Chapter 9 of the Vendors Manual. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

2) **ANTI-DISCRIMINATION**: By submitting their quotes, Contractors certify to MEOC that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. *(Code of Virginia, § 2.2-4343.1E)*. In every contract over $10,000 the provisions in a. and b. below apply:

During the performance of this 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. 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. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
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b. The contractor will include the provisions of 1 above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

3) ETHICS IN PUBLIC CONTRACTING: By submitting their quotes, Contractors certify that their quotes are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer or subcontractor in connection with their quote, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

4) IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with MEOC of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

5) DEBARMENT STATUS: By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia or the Federal government from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filing any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred.

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

7) MANDATORY USE OF MEOC FORM AND TERMS AND CONDITIONS FOR QUICK QUOTE: Failure to submit a quote on the official MEOC form provided for that purpose shall be a cause for rejection of the quote. Modification of or additions to any portion of the Quick Quote may be cause for rejection of the quote; however, MEOC reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a quote as nonresponsive. As a precondition to its acceptance, MEOC may, in its sole discretion, request that the Contractor withdraw or modify nonresponsive portions of a quote which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties. Offeror may include separate documentation elaborating upon the offering.

8) REVISIONS / CLARIFICATION OF TERMS: If any prospective Contractor has questions about the specifications or other solicitation documents, the prospective Contractor should submit
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in writing their questions to the contact detailed on the Quotation form hereof, no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by MEOC and posted on our website at http://www.mec.org/legalnotices.htm. It is the Offeror’s responsibility to check the website for Revisions and Clarifications issued.

9) PAYMENT:

To Prime Contractor:

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor to the I.T. Director at MEOC mailing address or to I.T. Director via email. All invoices shall show the MEOC Solicitation number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order shall be billed by the contractor at the offering price.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

10) 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, MEOC 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 MEOC of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

11) To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:
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(1) To pay the subcontractor(s) within seven (7) days of the contractor’s receipt of payment from MEOC for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify MEOC and the subcontractor(s), in writing, of the contractor’s intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor’s obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of MEOC.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to MEOC, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by MEOC or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

4. MEOC encourages contractors and subcontractors to accept electronic and credit card payments.

12) **PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13) **QUALIFICATIONS OF CONTRACTORS:** MEOC may make such reasonable investigations as deemed proper and necessary to determine the ability of the Contractor to perform the services/furnish the goods and the Contractor shall furnish to MEOC all such information and data for this purpose as may be requested. MEOC reserves the right to inspect Contractor’s physical facilities prior to award to satisfy questions regarding the Contractor’s capabilities. MEOC further reserves the right to reject any quote if the evidence submitted by, or investigations of, such Contractor fails to satisfy MEOC that such Contractor is properly
qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

14) **TESTING AND INSPECTION:** MEOC reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

15) **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of MEOC.

16) **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. 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.

2. MEOC 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 MEOC of the adjustment to be sought, and before proceeding to comply with the notice, shall await MEOC’s written decision affirming, modifying, or revoking the prior written notice. If MEOC 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 MEOC a credit for any savings. Said compensation shall be determined by one of the following methods:

   a. By mutual agreement between the parties in writing; or

   b. 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 MEOC’s right to audit the contractor’s records and/or to determine the correct number of units independently; or

   c. 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 MEOC with all vouchers and records of expenses incurred and savings realized. MEOC 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 MEOC within
thirty (30) days from the date of receipt of the written order from MEOC. If the parties fail
to agree on an amount of adjustment, the question of an increase or decrease in the contract
price or time for performance shall be resolved in accordance with the procedures for resolving
disputes provided by the Disputes Clause of this contract or, if there is none, in accordance
with the disputes provisions of MEOC’s Financial Manual. Neither the existence of a claim
nor a dispute resolution process, litigation or any other provision of this contract shall excuse
the contractor from promptly complying with the changes ordered by MEOC or with the
performance of the contract generally.

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

18) **TAXES:** Sales to MEOC are normally exempt from State sales tax. State sales and use tax
certificates of exemption, Form ST-12, will be issued upon request. Private non-profit 501(c)3
status confirmation is also available.

19) **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a
certain brand, make or manufacturer does not restrict Contractors to the specific brand, make
or manufacturer named, but conveys the general style, type, character, and quality of the
article desired. Any article which MEOC, in its sole discretion, determines to be the equivalent
of that specified, considering quality, workmanship, economy of operation, and suitability for
the purpose intended, shall be accepted. The Contractor is responsible to clearly and
specifically identify the product being offered and to provide sufficient descriptive literature,
catalog cuts and technical detail to enable MEOC to determine if the product offered meets
the requirements of the solicitation. This is required even if offering the exact brand, make or
manufacturer specified. Normally in competitive sealed bidding only the information
furnished with the quote will be considered in the evaluation. Failure to furnish adequate
data for evaluation purposes may result in declaring a quote nonresponsive. Unless the
Contractor clearly indicates in its quote that the product offered is an equivalent product, such
quote will be considered to offer the brand name product referenced in the solicitation.

20) **TRANSPORTATION AND PACKAGING:** By submitting their quotes, all Contractors certify and
warrant that the price offered for FOB destination includes only the actual freight rate costs
at the lowest and best rate and is based upon the actual weight of the goods to be shipped.
Except as otherwise specified herein, standard commercial packaging, packing and shipping
containers shall be used. All shipping containers shall be legibly marked or labeled on the
outside with purchase order number, commodity description, and quantity.
21) **INSURANCE:** By signing and submitting a quote or proposal under this solicitation, the Contractor or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, 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*. The Contractor or offeror further certifies that the contractor and any subcontractors will maintain these 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.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

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 MEOC 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. MEOC of Virginia must be named as an additional insured and so endorsed on the policy.

4. **Automobile Liability - $1,000,000 combined single limit.** (Required only if a motor vehicle not owned by MEOC is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

22) **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, MEOC will publicly post such notice on the MEOC website for 10 days.

23) **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
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$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

25) **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that MEOC shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

26) **QUOTE PRICE CURRENCY:** Unless stated otherwise in the solicitation, Contractors shall state quote prices in US dollars.

27) **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in Virginia as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with MEOC pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. MEOC may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.