



COMMONWEALTH of VIRGINIA

DGS OFFICE OF PROCUREMENT SERVICES (OPS)
1100 BANK STREET • SUITE 724 • RICHMOND, VIRGINIA 23219-3638

REQUEST FOR PROPOSALS (SEALED) RFP - 121664

SURPLUS PROPERTY DISPOSAL SERVICES DEPARTMENT OF GENERAL SERVICES

NIGP COMMODITY CODE: 96209, 99809

Issue Date: June 18, 2026 • Due Date/Time: July 20, 2026/ 2:00PM

Contracting Officer: Emma Rich • E-mail Address: procurement@dgs.virginia.gov

USING AGENCY AND/OR LOCATION WHERE WORK WILL BE PERFORMED:

Commonwealth of Virginia

CLARIFICATION OF TERMS: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Contracting Officer whose name appears on the face of this solicitation, **in writing, no later than 12pm EDT, July 2, 2026** 18 business days before the due date. All inquiries must be submitted in writing to Emma Rich via e-mail at procurement@dgs.virginia.gov. Please include "RFP-121664" in the title of the message. Any revisions to the solicitation will be made only by an addendum issued by the Contracting Officer named above.

Offerors must be registered in eVA in order to submit and upload an electronic proposal within eVA. The following are instructions for submitting an electronic proposal within eVA:

1. Go to eVA.virginia.gov;
2. Click on [I SELL TO VIRGINIA](#);
3. Click on [eVA Supplier Training](#), and
4. Click on [Viewing and Responding to Solicitations](#).

If an Offeror needs assistance submitting an electronic response, the Offeror must contact eVA Customer Care at 866-289-7367 or email eVACustomerCare@dgs.virginia.gov in ample time prior to the closing date and time to ensure the proposal is received by the required date and time.

***It is the Offeror's responsibility to assure that the proposal is received by the time and date indicated. ***

PERIOD OF CONTRACT: Initial two (2) year term Contract shall begin on the date of execution with four (4) successive one (1) year renewal options.

The undersigned hereby offers and agrees to furnish all services in accordance with the attached signed proposal and the mandatory requirements outlined herein, or as mutually agreed upon through subsequent negotiation.

Company Name: _____	Contractor's TIN: _____
Address: _____	Virginia Contractor License No. _____
City/State/ZIP: _____	Class: _____ Specialty Codes: _____
Signature: _____	eVA Vendor ID or DUNS Number: _____
Printed Name: _____	Telephone: _____
Title: _____	Emergency After Hours Number: _____
Date: _____	Cell: _____
DSBSD -Certified No. _____	

This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4343.1 or against an Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

TABLE OF CONTENTS

I.	PURPOSE	PAGE 3
II.	BACKGROUND	PAGE 3
III.	STATEMENT OF NEEDS	PAGE 4
IV.	PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS	PAGE 8
V.	EVALUATION AND AWARD CRITERIA	PAGE 10
VI.	REPORTING AND DELIVERY INSTRUCTIONS	PAGE 12
VII.	PROPOSAL CONFERENCE	PAGE 13
VIII.	GENERAL TERMS AND CONDITIONS	PAGE 13
IX.	SPECIAL TERMS AND CONDITIONS	PAGE 22
X.	METHOD OF PAYMENT	PAGE 25
XI.	ATTACHMENTS	PAGE 26
	1. Attachment A Vendor Data Form	
	2. Attachment B Small Business Subcontracting Plan	
	3. Attachment C State Corporation Commission	
	4. Attachment D Verified Acronyms	
	5. Attachment E DGS Payment Spreadsheet Template	

I. PURPOSE:

DGS seeks proposals from qualified firms to provide a “turnkey” solution for the disposal of surplus vehicles, materials, and equipment. The Commonwealth reserves the right to make multiple awards, for any service or services, depending upon the capabilities and benefits described in any Offeror’s proposal and as the Commonwealth deems to be in its best interest. Such a decision shall be based upon the Commonwealth’s sole and exclusive judgment.

DGS anticipates listing property from, but not limited to, state agencies and institutions located throughout the Commonwealth of Virginia. Designated state employees will post items to the website(s), and the company will collect and process auction proceeds for its sellers with no cost to the seller. The property consists of many different product classes; examples are furniture, jewelry, various types of equipment, and other personal property, as defined in the Code of Virginia, Section 2.2-1124, and any other property owned by Agencies. Please note that this does not include real property.

II. BACKGROUND:

The Virginia Department of General Services, Office of Surplus Property Management (OSPM), manages the Commonwealth’s state and federal surplus property program to extend the life and value of taxpayer-funded assets. OSPM helps agencies, localities, eligible nonprofits, and the public reuse, purchase, recycle, or properly dispose of unneeded personal property, including furniture, vehicles, heavy equipment, electronics, public safety items, classroom supplies, and maintenance equipment. Its work supports equitable access, waste reduction, transparency, and the effective use of public assets.

OSPM’s disposal work is governed by the Code of Virginia and the Agency Procurement and Surplus Property Manual (APSPM), especially Chapter 12, State Surplus Property. The APSPM establishes the policies and procedures agencies must follow and is updated through Procurement Information Memoranda; the current DGS-posted manual includes PIM #98-045, effective July 7, 2025. Under Chapter 12, DGS/OSPM has overall authority to determine the appropriate disposal method, while agencies remain responsible for designating a Surplus Property Officer, safeguarding property, maintaining records, evaluating reuse and disposal options, and requesting DGS/OSPM authorization when required.

Current practice emphasizes reuse before public sale. Property may be transferred within or between state agencies, offered to eligible public bodies or nonprofits, sold through live auctions, online auctions, fixed-price sales, contracts, or negotiated sales when justified, recycled, donated, landfilled with approval, or disposed of through another written method when standard methods do not fit. For public sales and auctions, APSPM provides that DGS conducts the sale unless specific delegation is granted, and DGS/OSPM determines the sale type needed to achieve the best return in cooperation with the owning agency.

OSPM currently uses auction houses and online auctions through GovDeals and other online platforms offered through auction houses. In the current operating model, many items remain at the owning agency’s location; agencies photograph items, complete a Surplus Property Report, identify the item location and contact, send the documentation to statesurplus@dgs.virginia.gov, and OSPM lists and oversees the auction. OSPM determines the method of disposal. If sold online through GovDeals, buyers follow payment and pickup instructions for each lot. Items are sold “as is, where is,” and agencies are expected to provide current photos and disclose known defects.

OSPM seeks qualified auction house partner(s) that can expand bidder reach, maximize net return, and protect the Commonwealth’s compliance posture. The contractor should support live, online, and hybrid auctions; transparent fees and buyer premiums; secure payment handling; timely settlement; agency-level reporting; bill-of-sale and release controls; onsite load-out coordination; unsold and abandoned-property procedures; customer-service escalation; accessibility; anti-collusion monitoring; conflict-of-interest and employee-purchase safeguards; and special handling for IT assets, data-bearing equipment, vehicles, including freight handling procedures for moving vehicles and heavy equipment, titled property, recyclable materials, and regulated items.

III. STATEMENT OF NEEDS:

A. General Requirements:

The Commonwealth seeks offers to provide comprehensive surplus disposal services to all Virginia public bodies in a manner that addresses the following requirements:

1. **Geographic:** Services must be provided at all public entity locations throughout the Commonwealth, with the capability for being centrally-managed by the Commonwealth.
2. **Services:** Provision of services should have the advantages provided through all currently available and utilized material disposal service methods, as well as any additional reutilization or disposal solutions that may benefit the Commonwealth. Services shall include, but not be limited to:
 - a. Live auctions
 - b. Internet Auctions
 - c. Vehicle and heavy equipment handling
 - i. Remove vehicles/heavy equipment from any location
 - ii. Transport, clean, decommission, maintain, secure, and stage material for sale
 - iii. Reassign titles with appropriate approvals
 - iv. Close sales and render all payments/submit payments
 - d. Provide the ability for public bodies seeking to acquire and utilize surplus material to establish a “profile,” and identify items or categories that might incorporate some form of “push” email notification functionality
 - e. Develop optimal payment collection and invoice processing procedures
 - f. Maintain all buyer listings
 - g. Handle all customer service and management issues
 - h. Block sales when a buyer defaults
 - i. Block sales to a buyer when any overseas export restrictions apply
 - j. Provide for the disposal of all categories or types of materials and equipment
 - k. Sales tax collection when applicable.

B. Vendor Responsibilities:

:The offeror must provide proposed fees based on three service models, Online Only, Vendor Yard, and Full Service (Commonwealth Site). Reference below the Service Model Table:

Model	Sale Site	Typical Assets	Fee Table
A. Online-Only	Vendor web platform	Cars, pickups, trailers, small tools	Table A
B. Vendor Yard	Vendor auction yard	Mixed lots, heavy seasonal gear	Table B
C. Full-Service (Commonwealth Site)	Asset location (live + simulcast)	Remote fleets, oversized units	Table C

Event setup costs (Model C) are reimbursed at actual cost plus $\leq 5\%$ admin. Any single line item over \$5,000 needs written approval. The Commonwealth may shorten the marketing window to 15 business days for urgent safety, seasonal, or funding needs.

Vendor to provide pricing for the full term in the Fee Table located in Attachment A, Section 3. Price Schedule.

1. Intake
 - a) Condition report with VIN/serial, hour-meter/odometer, and key defects.
 - b) Photos: minimum 12 at ≥ 2 MP; four corners, front/rear, interior, VIN/serial, hour-meter, damage areas.
 - c) Video: 15-60 seconds of start-and-run for any drivable unit.
 - d) Data purge (telematics and sensitive media) and decal removal before public viewing.
2. Marketing
 - a) List within 3 business days of pickup or notice.
 - i. **Pickup:** Vendor must remove assigned assets within 7 business days of award
 - ii. **Buyer removal:** Buyer removes within 10 business days of close; storage fee schedule must be posted in listing; abandoned after 30 days with forfeit of deposit.
 - iii. **Default:** If the buyer defaults, the vendor re-lists within 10 business days, the vendor pursues damages, and retains the deposit to offset resale costs.
 - b) Keep listing live for the Commonwealth-set Marketing Window (30-60 business days)
 - c) Syndicate to at least three platforms: Equipment Trader, TruckPaper, Proxibid, GovDeals, or similar.
 - d) Send an email blast to the registered bidder list; provide quarterly list size deliverability metrics.
3. Sale Execution
 - a) Online: times close with anti-sniping; masked public bid history.
 - b) Vendor Yard: licensed auctioneer, PA system, bidder registration, and on-site cashiering.
 - c) Full Service: Live + simulcast, vendor provides power, tents, crowd control, and data connectivity.
 - d) Acceptable buyer payments: wire/ACH/certified funds. Asset release only after funds clear. Vendor bears charge-back risk.
4. Close Out
 - a) Collect buyer payment within 5 business days of auction close.
 - b) Wire Net Proceeds to the Commonwealth within 10 business days of cleared funds.
 - c) Complete title/DMV processing and temporary tags if allowed.
 - i. Title packet mailed within 5 business days of cleared funds.
 - ii. Vendor is liable for title errors and odometer disclosure violations; indemnify the Commonwealth for third-party claims.
 - d) Submit Lot Settlement Report using the Attachment CSV schema.

C. Objectives:

1. Maximize material reuse among Public Bodies.
2. Maximize revenue from surplus sales.
3. Achieve operational efficiencies, effectiveness, and transparency for all Public Bodies utilizing the services.
4. Maximize cost savings to process surplus through the operational efficiencies and effectiveness achieved.
5. Contractor to market contracted services for use by all Public Bodies in order to maximize usage of services and achieve aggregated savings and benefits.

D. Activities Sought to assist/achieve objectives:

1. Initial availability of surplus material to public bodies before sale.
2. Electronic public internet sales
3. Auction service vendors appropriate to the material category.
4. Material marketing/disposal selection.

5. Material storage/transportation.
6. Automated tracking from system entry through sale/disposal.
7. Services to handle administration processing material from entry into the surplus stream to final disposition.
8. Training component of any proposed solution that facilitates start-up and ease-of-use for all features and functions for any public body user.
9. Implementation and ongoing marketing and communication components to facilitate start-up for any proposed solution.

E. Performance Standards & Remedies:

KPI	Minimum	Verification	Remedy / Credit
Listing time	≤ 3 business days	System log	1% fee rebate per late day
Marketing window	Matches the Commonwealth order	Listing dates	The lot may be reassigned at vendor cost
Funds to the Commonwealth	≤ 10 business days	Bank advice	2% fee rebate per late day
Sale price vs. guide	≥ 90% (or ≥ 95% of 12-mo comps if no guide)	Random audit	Corrective Action Plan
Buyer satisfaction	≥ 4.0 / 5	Survey	Corrective Action Plan
Dashboard uptime	≥ 99% / month	Monitoring	Liquidated damages \$250/hr beyond a 2-hour outage

1. Uptime ≥ 99% monthly; measure at the edge (public endpoints).
2. TLS 1.2+ in transit; AES-256 at rest; MFA for admins; daily backups; 30 day retention.
3. Annual SOC 2 Type II (or ISO 27001) report provided to the Commonwealth under NDA.
4. Patch critical vulnerabilities within 7 days; high within 30 days.
5. Incident notification within 72 hours.

F. Reporting & Data:

1. Real-time dashboard with HTTPS/TLS 1.2+, encryption at rest, monthly uptime ≥ 99%, and SOC 2 Type II or ISO 27001 certification.
 2. APIs of SFTP delivery Attachment CSV. Monthly KPI & fee summary by lot and funding string.
 3. Annual buyer tax file (e.g., 1099-K). Data export on exit in CSV + PDFs, delivered within 15 calendar days; no extra charge.
- Attachment E- Lot Settlement CVS Schema (EXCEL ATTACHMENT)

G. Photo & Video Quality Guide:

1. Minimum resolution; 2 megapixels; clear focus; no filters.
2. Angles: four corners; front, rear, interior, VIN/serial; hour-meter; major damage.
3. Lighting: daylight or adequate indoor lighting; no heavy shadows.
4. Video: 15-60 seconds, show startup, idle, basic operation if safe.

H. Export-Control Screening Checklist (ITAR/EAR):

1. Confirm buyer identity and citizenship/residency (U.S. person vs. foreign person)

2. Screen against denied party lists; retain evidence of screening.
3. Check end-use and end-user for red flags (defense-related issues)
4. If the item may be on the United States Munitions List (22 CFR Part 121) or EAR99 with red flags, hold and consult the Commonwealth.

I. Environmental Handling & Manifests:

1. Used oil managed per 40 CFR Part 279 and applicable Commonwealth rules (<https://www.deq.virginia.gov/land-waste/solid-hazardous-waste/hazardous-waste/universal-waste-requirements>).
2. Capture and document coolant, fuel, hydraulic fluid, and refrigerant recovery.
3. Battery handling per Commonwealth/federal hazardous waste rules; no landfilling of lead-acid batteries.
4. Keep disposal manifests, invoices, and weights for 5 years; provide copies upon request within 5 business days.

J. Transition:

1. Start-up: 30-day implementation plan; load 10 test assets; staff training and sign-off.
2. Wind-down: deliver data export and unsold asset transfer within 30 days; at no extra cost.

K. Mini-Quote Template for Proposal

1. Contractor to provide mini-quotes in the following format.

Field	Description
Asset Description	Make/Model/Year/VIN or Serial
Estimated Value	\$
Location / Access	Address, contact, loading info
Requested Service Model	A/B/C
Marketing Window	Days
Guaranteed Net to Commonwealth	\$ or % (after commission and pass-through)
Event Setup / Transport	Any additional costs (itemize)
Timeline	Pickup, list, close milestones
Vendor Signature	Name/Title/Date

L. Marketing Plan Checklist:

1. List date and close date (y/n).
2. Syndication targets (at least three) (y/n).
3. Email blast scheduled and sent (dates, opens, clicks).

4. Social media posts (if used) (links).
5. Reserve confirmation (if any).
6. Inspection dates and contact info posted.
7. Photo/video QA completed.
8. Final week reminder sent.

M. Commonwealth of Virginia Responsibilities:

1. Provide access within 3 business days of assignment; identify forklift limits.
2. Approve any reserve > \$25,000 within 2 business days.
3. Name a single point of contact per site.

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS:

1. **RFP Response:** In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original electronic proposal, one (1) electronic proposal redacting any proprietary information, and one (1) electronic proposal that redacts all identifying information of the Offeror. No other distribution of the proposal shall be made by the offeror.
2. **Proposal Preparation:**
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall"

items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.

- e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
- f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protections of § 2.2-4342F of the Code of Virginia, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.

- 3. **Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS: Proposals should be as thorough and detailed as possible so that the Department of General Services may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

- 1. Return the RFP Vendor Data Form (Attachment A) and all addenda acknowledgments and attachments, if any, signed and filled out as required, along with any other specific items or data requested in the RFP.
- 2. A written narrative statement to include:
 - a. Background information about the Offeror including: its size, number of employees, and annual volume of business.
 - b. Experience in providing the services described herein.
 - c. Approach to providing the service.
 - d. Names, qualifications and experience of personnel to be assigned to the project.
- 3. Specific plans for providing the proposed services including:
 - a. Provide a plan of operation to achieve the objectives as defined in Section II: Statement of Needs.

- b. Provide a plan including a narrative and timeline for transition of services.
 - c. Describe the specific features that distinguish the Offeror from other Offerors in the field and state how the Offeror evaluates the effectiveness of its services.
 - d. Provide a list of all clients lost within the last three (3) years and include a contact name, title and telephone number. In addition, state the length of service at the account and reason for loss.
 - e. Describe the Offeror's method for dealing with problems and complaints presented by the Department of General Services assigned Contract Administrator detailing at what point the problem would escalate to the next level of supervision/management.
 - f. Time frame for completion (if not otherwise specified by the Agency in the Statement of Needs).
4. Provide a copy of the Offeror's most recent independently audited financial statements.
 5. Verify the Offeror's acceptance of the General Terms and Conditions and Special Terms and Conditions that are detailed in this RFP.
 6. Small Business Subcontracting Plan – Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist (see Attachment B).
 7. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50 (see Attachment D).

V. EVALUATION AND AWARD CRITERIA

- A. Proposals will be evaluated by the Department of General Services, Office of Procurement Services, using the following criteria:

The Proposal Evaluation Committee will review all proposals received **by the proposal submission deadline**. Proposals should be complete and responsive to all sections of the RFP. Proposals that do not fulfill all solicitation requirements or omit any of the requested contents may receive a reduced evaluation score. Factors upon which proposals will be evaluated include:

	EVALUATION CRITERIA	POINT VALUE
1.	Qualifications and Experience as per the Statement of Needs	20
2.	Methodology and Approach to provide the services described in the Statement of Needs	50
3.	Price	10
4	SWaM: Participation Of Small, Women-Owned And Minority-Owned (SWaM) DSBSD certified Businesses	20
	TOTAL	100

B. Calculation

The lowest price shall be scored the maximum number of evaluation points for price.

The lowest price is then divided by each of the higher offeror's proposed price in turn.

The quotient is then multiplied by the points assigned for price to determine the evaluation points to be assigned to each higher price proposal.

$$\frac{\text{Lowest Price Offered}}{\text{Price of offer being Evaluated}} = \% \text{ Factor} \times \text{Maximum Points Available} = \text{Points Assigned}$$

Offeror/Price	<u>Lowest offeror's price</u> Offeror's Price	=	<u>% Factor x Max. Eval PTS</u> (25)*	=	Points Assigned
A \$32,500	<u>\$24,250</u> \$32,500	=	75 x 25	=	18.75
B \$24,250	<u>\$24,250</u> \$24,250	=	100 x 25	=	25
C \$26,350	<u>\$24,250</u> \$26,350	=	93 x 25	=	23.25
D \$27,600	<u>\$24,250</u> \$27,600	=	88 x 25	=	22

* Point value shown is only an example and will vary with the RFP based on points assigned to price criteria.

Points for the Small Business Subcontracting Plan criteria, a DSBSD-certified small business, which shall not exclude women-owned and minority-owned businesses when they have received DSBSD small business certification, who serves as the prime contractor, will receive the maximum number of evaluation points for this criterion. The weight for the small business subcontracting plan shall not be less than 20% of the total point value.

Example: 20 points available for Small Business Subcontracting and the Offeror is DSBSD-certified small business then that offeror would receive 20 points. No further subcontracting would be required.

Other businesses that are not DSBSD-certified small businesses will receive credit based on their Small Business Subcontracting Plan not to exceed 75% of the points assigned to this evaluation criterion i.e. 20 points x 75% = 15 maximum points when meeting the 42% agency goal. Small Business Subcontracting Plan submitted with less than the 42% shall be scored using the same formula.

Offeror's proposed use of DSBSD-certified Small businesses as subcontractors = % Factor x Available = Points

C. **AWARD OF CONTRACT:**

AWARD TO MULTIPLE OFFERORS: Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the agency shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a

statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, § 2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

VI. REPORTING AND DELIVERY INSTRUCTIONS:

- A. "The contractor shall provide the following documentation to statesurplus@dgs.virginia.gov for approval by the agency"
- B. "The contractor shall provide a progress report at the end of each sale to statesurplus@dgs.virginia.gov outlining the following:"
 - 1. Marketing and Sales report that includes:
 - A. The number of buyers registered.
 - B. The number of states reached by sales
 - C. The number of views by asset
 - D. Marketing efforts across platforms
 - E. Final sales report
- C. "Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to statesurplus@dgs.virginia.gov ."
 - 1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
 - 2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 - 3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to insure the inclusion of all work required by the contract.
- D. "At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to statesurplus@dgs.virginia.gov. The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract."
- E. "On or before the date specified in the contract, a final report shall be delivered to statesurplus@dgs.virginia.gov for its approval. The contractor shall furnish 1 copies of the final report."
- F. "The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the agency."

VII. PREPROPOSAL CONFERENCE:

- A. **MANDATORY VIRTUAL PRE-PROPOSAL CONFERENCE:** A mandatory virtual pre-proposal conference will be held via Microsoft Teams on 06/19/2026 at 11 a.m., EST. The Microsoft Teams information is listed below. The purpose of this conference is to allow potential Offerors an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

Due to the importance of all Offerors having a clear understanding of the specifications/scope of work and requirements of this solicitation, **attendance at this conference will be a prerequisite for submitting an offer.** Offers) will only be accepted from those Offerors who are represented at this preproposal conference. Verification of attendance will be documented by the Procurement Officer from the information submitted by the vendor (name of representative and company) via the Google chat box immediately after joining the meeting. Those unable to participate via webcam will be able to join by phoning in to the meeting. A final verbal attendance roll call will be conducted at (enter time that is 10 minutes after meeting start time), EST. **No one will be allowed to join the meeting after (enter time that is 10 minutes after meeting start time), EST. There will be no exceptions for technical errors.**

Please have a copy of the solicitation available prior to the start of the conference. All questions submitted via email, as well as any changes resulting from this conference, which will be issued in a written addendum to the solicitation, will be publicly posted on eVA.

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/276844678279762?p=cghsf4Y6uVPGuCXAzN>

Meeting ID: 276 844 678 279 762

Passcode: XM38tm6W

[Need help?](#) | [System reference](#)

Dial in by phone

[+1 434-230-0065,,988018793#](#) United States, South Hill

[Find a local number](#)

Phone conference ID: 988 018 793#

Join on a video conferencing device

Tenant key: commonwealthofvirginia@m.webex.com

Video ID: 119 653 868 7

[More info](#)

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

VIII. GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The process for filing a complaint about this solicitation is in section 7.13 of the Vendors Manual. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at eva.virginia.gov [file:///hqatmore1/Procurement/Boilerplates/RFP - Nonprofessional/eva.virginia.gov](http://eva.virginia.gov/file:///hqatmore1/Procurement/Boilerplates/RFP-Nonprofessional/eva.virginia.gov) under "I Sell To Virginia".
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia, without regard to its choice of law provisions, and any

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

- C. **ANTI-DISCRIMINATION**: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender sexual orientation, gender identity, 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 1. and 2. below apply:

1. 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, sexual orientation, gender identity, national origin, age, disability, veteran status, status as military family, 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 the purpose of meeting the requirements of this section.
 - d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation

of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.

- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

- 2. 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.

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: Applicable for all contracts over \$10,000:
By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

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

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

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

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

I. CLARIFICATION OF TERMS: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

1. To Prime Contractor:

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- 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, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- 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 when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **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 resolved in accordance with Code of Virginia, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in Code of Virginia, § 2.2-4351.. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated: A:
 - (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency 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 the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

K. 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*, *DEBARMENT 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.

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

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

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. 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. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, 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 Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency 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 Purchasing Agency 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 the Purchasing Agency'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 the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. TRANSPORTATION AND PACKAGING: INTENTIONALLY OMITTED

R. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder 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 bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 Commonwealth 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 Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth 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.)

Profession/Service	Limits
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$2,400,000 per occurrence, \$4,250,000 aggregate
https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice in eVA (eva.virginia.gov) for a minimum of 10 days.

T. DRUG-FREE WORKPLACE: Applicable for all contracts over \$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 purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

U. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, 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 state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

V. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:** The eVA Internet electronic procurement solution, website portal eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor transaction fees are determined by the date the original purchase order is issued and the current fees are as follows:

- a. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

W. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.

X. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses this include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders/offerors shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

Y. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offerors shall state offer prices in US dollars.

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

AA. CIVILITY IN STATE WORKPLACES: The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section. This Section creates obligations solely on the part of the contractor.

Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic , but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

BB. CONTRACT EXTENSIONS: In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

CC. FORCED OR INDENTURED CHILD LABOR: Applicable in all solicitations and contracts over \$10,000:

During the performance of this contract the use of forced or indentured child labor is prohibited. Any Prime Contractor shall include such prohibition in every subcontract that exceeds \$10,000 and shall be binding upon each subcontractor or vendor.

For the purposes of this section, “*forced or indentured child labor*” means all work or service exacted from any person younger than 18 years of age under the menace of any penalty for the nonperformance of such work or

service and for which such person does not offer himself voluntarily or performed by any person younger than 18 years of age pursuant to a contract the enforcement of which can be accomplished by process or penalties.

IX. SPECIAL TERMS AND CONDITIONS:

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- C. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA eProcurement Program and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or Punch-Out Catalog for items awarded will be just cause for the Commonwealth to reject your offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog and/or Punch-Out Catalog Specification. For further information and details please email eVA-catalog-manager@dgs.virginia.gov.

- D. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth for (one year)/(4 successive one year periods) under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal. Written notice of the Commonwealth's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
 2. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the other services category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- E. **ASBESTOS:** Whenever and wherever during the course of performing any work under this contract, the contractor discovers the presence of asbestos or suspects that asbestos is present, he shall stop the work immediately, secure the area, notify the building owner and await positive identification of the suspect material. During the downtime in such a case, the contractor shall not disturb any surrounding surfaces but shall protect the area with suitable dust covers. In the event the contractor is delayed due to the discovery of asbestos or suspected asbestos, then a mutually

agreed extension of time to perform the work shall be allowed the contractor but without additional compensation due to the time extension.

F. SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING:

1. Submission of Small Business Subcontracting Plan: It is the statewide goal of the Commonwealth that 42% of its purchases be made from small businesses certified by DSBSD. This includes discretionary spending in prime contracts and subcontracts. All bidders/offerors are required to submit a Small Business Subcontracting Plan. The contractor is encouraged to offer such subcontracting opportunities to DSBSD-certified small businesses. This shall include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status when they have also received DSBSD small business certification. Where it is not practicable for any portion of the goods/services to be subcontracted to other suppliers, the bidder/offeror shall note such on the Small Business Subcontracting Plan. No bidder/offeror or subcontractor shall be considered a small business unless certified as such by the Department of Small Business and Supplier Diversity (DSBSD) by the due date for receipt of bids or proposals.
2. Evidence of Compliance with Small Business Subcontracting Plan: Each prime contractor who wins an award in which provision of a small business subcontracting plan is a condition of the award, shall deliver to the contracting agency or institution monthly reports substantiating compliance in accordance with the small business subcontracting plan. If a variance exists, the contractor shall provide a written explanation. A subcontractor shall be considered a Small Business for purposes of a contract if and only if the subcontractor holds a certification as such by the DSBSD. Payment(s) may be withheld until the purchasing agency confirms that the contractor has certified compliance with the contractor's submitted Small Business Subcontracting Plan or is in receipt of a written explanation of the variance. The agency or institution reserves the right to pursue other appropriate remedies for non-compliance to include, but not be limited to, termination for default.
3. Prime Contractor Subcontractor Reporting:
 - a. Each prime contractor who wins an award greater than \$100,000, shall deliver to the contracting agency or institution on a monthly basis, all applicable information for each subcontractor listed on the Small Business Subcontracting Plan that are DSBSD-certified businesses or Employment Services Organizations (ESOs). The contractor shall furnish the applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.
 - b. In addition each prime contractor who wins an award greater than \$200,000 shall deliver to the contracting agency or institution on a monthly basis, all applicable information on use of subcontractors that are not DSBSD-certified businesses or Employment Services Organizations. The contractor shall furnish the all applicable information to the purchasing office via the Subcontractor Payment Reporting tool accessible within the contractor's eVA account.

- G. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

H. **WORK SITE DAMAGES:** Any damage to existing utilities, equipment or finished surfaces resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

I. **EMPLOYMENT SERVICES ORGANIZATIONS:**

1. Where it is practicable for any portion of the awarded contract to be subcontracted, the contractor is encouraged to offer such business to employment services organizations. A list of employment services organizations can be found at www.vadars.org or eva.virginia.gov.
2. Each prime contractor who is awarded a contract where using a employment services organization is a condition of the award, shall deliver to the agency or institution, on or before request for final payment, evidence and certification of compliance. When a portion of the contract has been subcontracted to these organizations and upon completion of the contract, the contractor agrees to furnish the purchasing office, at a minimum, the following information: name of employment services organization, telephone number, total dollar amount subcontracted, and type of product/service provided. Final payment under the contract may be withheld until such certification is delivered or other appropriate remedies may be assessed in lieu of withholding such payment.

J. **CONTINUITY OF SERVICES:**

1. The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - (i) To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - (ii) To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - (iii) That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
2. The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
3. The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

R. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). 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 is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was

not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

- S. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

IX. METHOD OF PAYMENT:

- A. **Invoices:** As applicable, all invoices shall be rendered promptly to DGS after all Services covered by the invoice have been provided. The Contractor shall invoice monthly in arrears. No invoice may include any cost other than those identified in the Agreement or individual Order referencing this Contract. Invoices shall provide at a minimum:

- 1) User contact name
- 2) Description of the service provided
- 3) Customer number
- 4) Work order number
- 5) Invoice number
- 6) Monthly charges
- 7) Contract number
- 8) Contractors Taxpayer Identification Number (TIN)

B. Payment:

- 1) For valid invoices in the amount of \$5,000.01 or more, payment will be made within thirty (30) days of receipt of a valid invoice for all services provided during the previous month. The Contractor shall submit a valid invoice to the following address by the tenth (10th) day of the month following the month in which services were rendered. Invoices shall be mailed to the Purchasing Agency indicated on the Purchase Order.

DGS invoices shall be emailed to: rr-DGS.APInvoices@dgs.virginia.gov

or mailed to:

Department of General Services, ATTN Fiscal Services, Post Office Box 404, Richmond, Virginia 23218-0404

- 2) For valid invoices in the amount of \$5,000.00 or less, payment may be made using the Commonwealth of Virginia's Small Purchase Charge Card (SPCC).

Any and all terms included on the Contractor's invoice will have no force or effect and will in no way bind the Department of General Services.

ATTACHMENT A: VENDOR DATA FORM

This Proposal Form is required to be submitted as a part of the Offeror's proposal.

1. VENDOR'S PRIMARY CONTACT FOR THIS SOLICITATION:

Name: _____ Phone: _____

Email: _____

Years in Business: Indicate the length of time the Company has been in business providing this type of good or service: _____ Years _____ Months

2. CURRENT OR RECENT ACCOUNTS:

Indicate below a minimum of four (4) current or recent accounts, either governmental or commercial for which your company has provided goods and/or services similar in nature to the Statement of Needs in the Request for Proposals. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: () _____ Fax: () _____

E-mail: _____

Project: _____

Dates of Service: _____ \$ Value: _____

3. **PRICE SCHEDULE:**

Model	Seller Commission (%)	Buyer's Premium (%)	Event Fee / Setup	Transport Mark-up ($\leq 5\%$)	Other Notes
A. Online-Only	[enter]	[enter]	[enter]	$\leq 5\%$	—
B. Vendor Yard	[enter]	[enter]	[enter]	$\leq 5\%$	—
C. Full-Service (Commonwealth Site)	[enter]	[enter]	[enter]	$\leq 5\%$	—

Cost Type	Rule / Control
Seller's Commission & Buyer's Premium	Fixed for term per Tables A–C (Attachment 1). Separate rates for each model.
Pass-Through Fees	Title, decals, DMV filings, and a single tow/haul invoice—at cost + $\leq 5\%$ admin. A second tow or any item > \$1,000 requires prior written approval. Receipts are kept for 5 years.
Transportation	Vendor haul = cost + $\leq 5\%$ admin. Agency self-delivery = no charge.
Optional Costs	Battery, tire, and light mechanical. Vendor quote required. Commonwealth issues a written order. Not-to-exceed \$1,500 per asset.
Event Setup (Model C)	Actual cost + $\leq 5\%$ admin. Any single line > \$5,000 requires approval.
Value Proposition	Vendor maintains and reports: sale-to-guide %; days-to-funds; active bidder count; uptime $\geq 99\%$; staff certs; environmental certs. Two consecutive misses trigger a fee review or termination for cause.

- Single 5% admin applies to the **aggregate** of pass-throughs per lot, not per invoice.”
- No related-party pass-throughs without prior written consent and competitive quotes (≥ 2). Vendor discloses any affiliation.

4. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified. Furthermore, the contractor and subcontractors shall maintain the required license throughout the term of the contract. The contractor or their subcontractor shall immediately notify the contracting agency in writing in the event the license has been revoked.

Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

5. **ADDENDUM ACKNOWLEDGMENT:** I/we acknowledge receipt of the following addenda:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

6. **SMALL PURCHASE CHARGE CARD PROGRAM:** Are you currently a VISA vendor and will you accept VISA credit cards for payment of goods and services on this contract.

☐ Yes

☐ No

ATTACHMENT B: SMALL BUSINESS SUBCONTRACTING PLAN

*****Note to Offerors: Follow the below instructions (1) if providing an electronic response in the eVA Sourcing and Contracting Module. If not, complete section (2) below.*****

(1)

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to submit the subcontractor plan by one of the following methods with their response:

- A. Complete the subcontractor plan as specified in the electronic response; or
- B. Download the “paper response” form, complete the subcontractor plan section, and submit as an attachment with the bid response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

*****Note to Offerors: Complete the below “paper response” form (2) if this solicitation was not issued from the eVA Sourcing and Contracting Module or if you are not providing an electronic response in the eVA Sourcing and Contracting Module*****

(2)

Small Business Subcontracting Plan

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential offerors are required to return this document with their response.

Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for proposals. This shall also include DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the proposal due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify.

Certification applications are available through DSBSD online at www.SBSD.virginia.gov (Customer Service).

Offeror Name: _____

Preparer Name: _____ Date: _____

Who will be doing the work: ☐ I plan to use subcontractors ☐ I plan to complete all work

Instructions

- A. If you are certified by the DSBSD as a micro/small business, complete only Section A of this form.
- B. If you are not a DSBSD-certified small business, complete Section B of this form. For the offeror to receive credit for the small business subcontracting plan evaluation criteria, the offeror shall identify the portions of the contract that will be subcontracted to DSBSD-certified small business for the initial contract period the initial contract period in Section B.

Offerors which are small businesses themselves will receive the maximum available points for the small business participation plan evaluation criterion, and do not have any further subcontracting requirements.

Offerors which are not certified small businesses will be assigned points based on proposed expenditures with DSBSD-certified small businesses for the initial contract period in relation to the offeror's total price for the initial contract period.

Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in Section B in relation to the offeror's total price.

Section A

If your firm is certified by the DSBSD provide your certification number and the date of certification.

Certification number: _____ Certification Date: _____

Section B

If the "I plan to use subcontractors box is checked," populate the requested information below, per subcontractor to show your firm's plans for utilization of DSBSD-certified small businesses in the performance of this contract for the initial contract period in relation to the offeror's total price for the initial contract period. Certified small businesses include but are not limited to DSBSD-certified women-owned and minority-owned businesses and businesses with DSBSD service disabled veteran-owned status that have also received the DSBSD small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc. It is important to note that these proposed participation will be incorporated into the subsequent contract and will be a requirement of the contract. Failure to obtain the proposed participation dollar value or percentages may result in breach of the contract.

Plans for Utilization of DSBSD-Certified Small Businesses for this Procurement

Subcontract #1

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #2

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____

Value % or \$ (Initial Term): _____ Contact Address: _____

Description of Work: _____

Subcontract #3

Company Name: _____ SBSD Cert #: _____

Contact Name: _____ SBSD Certification: _____

Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #4

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

Subcontract #5

Company Name: _____ SBSD Cert #: _____
Contact Name: _____ SBSD Certification: _____
Contact Phone: _____ Contact Email: _____
Value % or \$ (Initial Term): _____ Contact Address: _____
Description of Work: _____

ATTACHMENT C: STATE CORPORATION COMMISSION

Virginia State Corporation Commission (SCC) registration information. The offeror:

- ☐ is a corporation or other business entity with the following SCC identification number: _____ **-OR-**
- ☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**
- ☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**
- ☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

ATTACHMENT D

Verified Acronyms, Abbreviations, and Shorthand

Checked and updated: May 13, 2026

Review summary: DSBSD was verified and corrected/confirmed as Department of Small Business and Supplier Diversity. Common shorthand items appearing in the RFP, such as E-Verify, e.g., i.e., hr, mo, p.m., and 1099-K, were added for completeness.

Method note: Section headings, roman numerals, single-letter outline labels, ordinary all-caps headings, web-domain fragments, and dollar abbreviations such as \$1M / \$2M were excluded unless they functioned as a meaningful acronym, abbreviation, system name, or document-specific shorthand.

Total terms captured: 56

Acronym / Shorthand	Expansion or Meaning	Source Status	RFP Area	Context / Notes
1099-K	IRS Form 1099-K tax reporting form	Standard/contextual	Reporting and Data	Referenced as an example annual buyer tax file.
AA	Level AA conformance tier under WCAG	Standard/contextual	Accessibility	Appears in the requirement for public web assets to meet WCAG 2.2 AA.
A/B/C	Service model identifiers: A = Online-Only; B = Vendor Yard; C = Full-Service (Commonwealth Site)	RFP-defined	Service Models / Mini-Bid Template	Used for requested service model selection.
ACH	Automated Clearing House	Standard/contextual	Payments	Listed as an acceptable buyer payment method with wire and certified funds.
ADR	Alternative Dispute Resolution	RFP-defined	General Terms and Conditions	The RFP writes out Alternative Dispute Resolution and then uses ADR procedures.
AES-256	Advanced Encryption Standard with 256-bit encryption	Standard/contextual	Security	Required for encryption at rest.
API / APIs	Application Programming Interface(s)	Standard/contextual	Reporting and Data	Referenced for SFTP delivery of Attachment CSV and monthly KPI / fee summaries.
ATTN	Attention	Standard / contextual	Payment / Mailing Address	Used in the DGS invoice mailing address.
BAFO	Best and Final Offer	RFP-defined	Special Terms and Conditions	The RFP states Best And Final Offer (BAFO).
BU	Business Unit	<i>Contextual; not expressly defined</i>	Reporting and Delivery Instructions	Used in template language for a general BU email address.
CFR	Code of Federal Regulations	Standard / contextual	Export Control / Environmental Handling	Referenced in 22 CFR Part 121 and 40 CFR Part 279.

Acronym / Shorthand	Expansion or Meaning	Source Status	RFP Area	Context / Notes
CPI-U	Consumer Price Index for All Urban Consumers	Standard / contextual	Contract Renewal Pricing	Referenced for price increases / decreases during renewal periods.
CSV	Comma-Separated Values	Standard / contextual	Reporting and Data	Used for the Lot Settlement Report schema and data export format.
CVS	Appears as written in the RFP; likely intended to be CSV	<i>As written / likely typo</i>	Reporting and Data	Appears in 'Lot Settlement CVS Schema (EXCEL ATTACHMENT).'
DGS	Virginia Department of General Services	RFP-defined by agency name	Issuing Agency / Invoices	Used throughout the RFP, including purpose and invoice instructions.
DMV	Department of Motor Vehicles	Standard/contextual	Close-Out / Title Processing	Referenced for title / DMV processing and temporary tags.
DSBSD	Department of Small Business and Supplier Diversity	RFP-defined	Small Business Certification / Subcontracting	Verified against the RFP language: Department of Small Business and Supplier Diversity (DSBSD).
EAR	Export Administration Regulations	Standard/contextual	Export Controls	Used in the ITAR / EAR export-control screening requirements.
EAR99	EAR classification for items subject to EAR but not specifically listed on the Commerce Control List	Standard/contextual	Export Controls	Referenced in the screening checklist for items with red flags.
e.g.	For example	Common abbreviation	Reporting and Data	Used before 1099-K as an example tax file.
EPA	Environmental Protection Agency	Standard/contextual	Environmental Handling	Referenced with environmental rules for fluids, batteries, and refrigerants.
ESO / ESOs	Employment Services Organization(s)	RFP-defined	Subcontracting / Reporting	The RFP writes Employment Services Organizations (ESOs).
EST	Eastern Standard Time	Standard/contextual	Pre-Proposal Conference	Used for conference time and registration deadline placeholders.
eVA	Virginia eProcurement portal/system	System name	Procurement Platform	Referenced for public posting, vendor registration, orders, contracts, and subcontractor reporting.
E-Verify	Federal electronic employment eligibility verification program	Program name	Special Terms and Conditions	Referenced in the E-Verify Program clause.
FOB	Free on Board	Standard/contextual	Transportation and Packaging	Used in the phrase 'FOB destination' for freight pricing.
GD	Attachment GD/form designation; expansion not stated in the RFP	<i>Unexpanded in RFP</i>	Proposal Attachments	Referenced as the State Corporation Commission Form attachment.

Acronym / Shorthand	Expansion or Meaning	Source Status	RFP Area	Context / Notes
hr	Hour	Common abbreviation	Performance Standards	Used in liquidated damages language as \$250/hr beyond a 2-hour outage.
HTTPS	Hypertext Transfer Protocol Secure	Standard/contextual	Security / Reporting	Required for the real-time dashboard.
i.e.	That is	Common abbreviation	Evaluation / Payment Terms	Used in explanatory examples in the RFP.
ISO 27001	International Organization for Standardization 27001 information security standard	Standard/contextual	Security Certification	Referenced as an alternative to SOC 2 Type II reporting/certification.
ITAR	International Traffic in Arms Regulations	Standard/contextual	Export Controls	Used in export-control screening requirements.
KPI	Key Performance Indicator	Standard/contextual	Performance Standards / Reporting	Used in the KPI table and monthly KPI summary requirements.
MFA	Multi-Factor Authentication	Standard/contextual	Security	Required for administrators.
MM/DD/YYYY	Month / Day / Year date format	Common format notation	Pre-Proposal Conference	Used as a date placeholder for the conference.
mo	Month	Common abbreviation	Performance Standards	Used in '12-mo comps' in the sale price versus guide metric.
MP	Megapixel(s)	Standard/contextual	Photo Requirements	Used for the minimum photo resolution requirement of at least 2 MP.
NDA	Non-Disclosure Agreement	Standard/contextual	Security Reporting	Referenced for providing SOC 2 Type II or ISO 27001 reports to the Commonwealth under NDA.
PA	Public Address	Standard/contextual	Sale Execution	Referenced as a PA system requirement for Vendor Yard auctions.
PDF / PDFs	Portable Document Format(s)	Standard/contextual	Reporting and Data Export	Referenced for data export on exit in CSV + PDFs.
p.m.	Post meridiem; afternoon/evening time notation	Common abbreviation	Pre-Proposal Conference	Used in the registration deadline placeholder.
PTS	Points	Contextual abbreviation	Evaluation Scoring	Appears in the price evaluation formula as Max. Eval PTS.
QA	Quality Assurance	Standard/contextual	Marketing Plan Checklist	Referenced for photo/video QA completion.
RFP	Request for Proposals	RFP-defined by document type	Solicitation Document	Used throughout the document for the solicitation response and requirements.
SCC	State Corporation Commission	RFP-defined	Proposal Attachments / Business Authorization	The RFP writes State Corporation Commission (SCC) and references the SCC Form.

Acronym / Shorthand	Expansion or Meaning	Source Status	RFP Area	Context / Notes
SFTP	Secure File Transfer Protocol	Standard/contextual	Reporting and Data	Referenced for the delivery of the Attachment CSV.
SOC 2	System and Organization Controls 2	Standard/contextual	Security Reporting	Referenced as an annual Type II report requirement.
SPCC	Small Purchase Charge Card	RFP-defined	Method of Payment	The RFP writes Small Purchase Charge Card (SPCC).
SWaM	Small, Women-Owned, and Minority-Owned Businesses	RFP-defined	Evaluation / Small Business Participation	Used in the evaluation criteria and procurement plan requirements.
TIN	Taxpayer Identification Number	RFP-defined	Invoice Requirements	Listed as required information on invoices.
TLS	Transport Layer Security	Standard/contextual	Security	Required for data in transit and the dashboard.
U.S. / US	United States	Standard/contextual	Export Screening / Currency	Used for U.S. person screening, U.S. Mail, and US dollar pricing.
VIN	Vehicle Identification Number	Standard/contextual	Intake / Photos / Asset Description	Required for condition reports, photos, and asset descriptions.
VPPA	Virginia Public Procurement Act	RFP-defined	General Terms and Conditions	The RFP writes the Virginia Public Procurement Act (VPPA).
WCAG	Web Content Accessibility Guidelines	Standard/contextual	Accessibility	Used in the requirement for all public web assets to meet WCAG 2.2 AA.
y/n	Yes / No	Common checklist notation	Marketing Plan Checklist	Used as a checklist notation for list date / close date and syndication targets.