

**FAUQUIER COUNTY PUBLIC SCHOOLS**  
a political subdivision of the Commonwealth of Virginia  
Contract # 25-154-S-R  
Riding Commonwealth of Virginia (Contract CTR005849) Basic Auto Sales

This Agreement is made and entered into this 2 day of **April 2025**, by the Fauquier County Schools a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "Owner") and Basic Auto Sales having its principal place of business at 11371 Washington Highway, Ashland, VA 23005 hereinafter referred to as "Contractor".

**WITNESSETH** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide Used Vehicles

**COMPENSATION:** The Owner will pay, and the Contractor will accept in full consideration for the performance during the contract term pricing as negotiated and attached.

**CONTRACT PERIOD:** Date of execution, through July 31, 2027, with no renewals.

The contract documents shall consist of and for the purpose of resolving ambiguity or conflicts shall be interpreted in the following order of priority:

- (1) This signed form;
- (2) Fauquier County General Terms & Conditions;
- (3) Commonwealth of Virginia IFB #7629 issued May 31, 2022; and
- (4) Contract CTR005849 (Formerly Contract # E194-102237) dated August 1, 2022, including vendor response dated June 21, 2022, by Basic Auto Sales, all attachments and documents incorporated by reference.

IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed intending to be bound thereby.

**Basic Auto Sales**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Fauquier County Public Schools**  
a political subdivision of the Commonwealth  
of Virginia

By: \_\_\_\_\_

Kristen Hylton

Title: Procurement Manager

Date: \_\_\_\_\_

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

*Revised 08/05/2021*

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any 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 (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**

Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.

  - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
  - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**

A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:

  - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
  - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.
7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

ADDRESSED AS INDICATED ON PAGE 1

**IFB/RFP NUMBER**  
**TITLE**  
**BID/PROPOSAL DUE DATE AND TIME**  
**VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeree takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeree. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeree.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerees certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerees certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/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.
17. **NO CONTACT POLICY:** No Bidder/Offeree shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeree with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeree from this procurement process.
18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
  - a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - c. Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

**SPECIFICATIONS**

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner

in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is "equal" product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.

21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.

The Bidder/Offeree shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter's codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.

23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

#### **AWARD**

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror's as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsive bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeree to perform the work/furnish the item(s) and the Bidder/Offeree shall furnish to the Owner all such information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeror's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

#### **CONTRACT PROVISIONS**

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the 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 Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
  - a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
  - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** A contractor awarded a contract under this solicitation is hereby obligated:
  - a. To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (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 Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid 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 Owner.

32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeror's certify to the Owner 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, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).
- In every contract over \$10,000 the provisions in A and B below apply:
- a. During the performance of this contract, the Contractor agrees as follows:
- 1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
  - 3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
35. **CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:
- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Owner 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. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
- 1) By mutual agreement between the parties in writing; or
  - 2) By agreeing in writing 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 Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
  - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner 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 Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. 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 Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.
- 36.. **INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.
37. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or 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 in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

38. **TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. 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.
- Termination for Convenience:** In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
  - Termination for Cause:** Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
  - Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

**39. USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOG) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.
41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.
43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.
44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.
45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm) or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

#### DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.
47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
- Purchase Order Number,
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
- 54.. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.





# COMMONWEALTH of VIRGINIA

*Department of General Services  
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

## **NOTICE OF AWARD**

Contract No. E194-102237  
Date: August 1, 2022

eVA Vendor No. VS000079393

Name: Basic Auto Sales

Address: 11371 Washington Highway  
Ashland VA 23005

Bid Response Date: June 21, 2022

In Response to: IFB #7629

To Furnish: Vehicle: Used Vehicles

During the Period: August 1, 2022 through July 31, 2027

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond, and other stipulations, if any. The solicitation, your bid and this notice of acceptance constitute the contract.

*Pamela Copeland*

Pamela Copeland, VCO  
Statewide Sourcing & Contracting Officer





# COMMONWEALTH OF VIRGINIA

**DIVISION OF PURCHASES & SUPPLY (DPS)**  
1111 East Broad Street, Richmond, Virginia 23219

**Contract Number CTR005849**  
**Formerly Contract E194-102237**  
**Vehicle Used Vehicles**

CONTRACT PERIOD	August 1, 2022 through July 31, 2027
CONTRACT TYPE	Mandatory Statewide
RENEWALS REMAINING	N/A
AUTHORIZED USERS	Commonwealth of Virginia state agencies, institutions of higher education & other public bodies as authorized and defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301
CONTRACTOR & SUPPLIER ID #	Basic Auto Sales SUPP030631
CONTRACTOR(S) POINT OF CONTACT	Kory Hummer 11371 Washington Highway Ashland VA 23005 804-305-7777 <a href="mailto:koryhummer@aol.com">koryhummer@aol.com</a>
BUILD OUT/FACTORY CUT OFF DATE	<b>See Comments Below</b>
MINIMUM ORDER	N/A
PAYMENT TERMS	Net 30
DELIVERY	7 in stock / 30 out of stock Calendar Days ARO
DPS CONTRACT OFFICER	See eVA
COMMODITY CODE(S)	07104
LAST UPDATE & PURPOSE	January 17, 2024 Update contract line item

## **INFORMATION:**

### **PURCHASING REQUIREMENTS:**

- Fleet Numbers:** All ordering entities are required to have a Fleet Number prior to placing a Vehicle order. If you do not have a Fleet Number, or are unsure if you have one, please contact the Dealer/Vendor directly. The Dealer can verify if you have an existing number and/or can provide you with the contact information to obtain a new one. Dealers cannot place your order with a Manufacturer until you have a Fleet Number.
- For State Agencies Only:** Prior to purchasing any motor vehicle, **all State Agencies** must submit a completed OFMS Form 1 to the DGS Office of Fleet Management (OFMS) for their approval, (**Code of Virginia 2.2-1176**). The [OFMS Form 1](#) must be sent to the fax or email address listed on the form. **Once you have a fully approved OFMS Form 1**, please review the Punch Out Ordering Guide Note: All purchase orders must be issued through eVA.

**This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.**

Contract Summary: CTR005849

Questions or assistance with the OFMS form? - Contact Office of Fleet Management, Cheryl Dunn at 804-367-6526.

3. **For All Other Authorized Users:** *Prior to purchasing any motor vehicle from a DPS Vehicle Contract, the ordering entity must be registered in eVA. To register and set up your entity's eVA account, go to the [eVA Local Government site](#). Once you are eVA registered, please review the [eVA Ordering Instructions for Vehicles](#) For eVA Training and other resources, go to: [eVA Home](#)* Note: All purchase orders must be issued through eVA. .

#### **ORDERING INSTRUCTIONS**

4. **Ordering Method:** Unless otherwise instructed or exempted by DPS, all Authorized Users placing orders against this Contract must place purchase orders through eVA.
5. **Non-Catalog Purchase Order Information:** Click on Other Actions from Contract → Select Create Requisition from Contract → Select the box for \$\_\_ line → Click the Create Requisition from Contract Items → Update Header Information where applicable → Create additional lines as needed in the following format (Contract Number – Contract Description – Description of time or service being procurement) → Complete other information required and submit requisition. **NOTE:** Use delivery line item, as applicable. The lines are set for variable pricing. If delivery applies, add/select the delivery line item and enter total cost of delivery, as applicable
6. **Authorized User Acceptance:** Inspection and acceptance upon delivery and approval of Contractor's invoice is the responsibility of the receiving Authorized User.

#### **OVERVIEW:**

Statewide term contract to provide qualified used vehicles shall include any requested make and model of only vehicle types specified below:

- a) Passenger Cars – All sizes; two and/or four door.
- b) Vans – Mini, passenger and/or cargo.
- c) Sport Utility Vehicles and Crossovers - all sizes; AWD, 2WD and/or 4WD.
- d) Light Duty Trucks – All sizes; not to exceed one ton (Class 3).

#### **A. AUTHORIZED USERS**

This contract is the result of a competitive solicitation and its use is Mandatory to all Commonwealth of Virginia agencies, Institutions of Higher Education, or public bodies and entities (collectively "Authorized Users/Owners") as defined in the Code of Virginia § 2.2- 1110, § 2.2-1120, and § 2.2-4301 according to the terms, conditions and specifications provide, and in the purchase of any commodity listed herein.

#### **B. MINIMUM ORDER**

There is NO *minimum* order. FOB destination to the ordering agency and your quoted prices on this contract shall include all costs for transportation and delivery. Contractor shall carry an adequate stock to insure such delivery service for the duration of the contract.

#### **C. PERIOD FOR PERFORMANCE OF PURCHASE ORDERS**

To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.

#### **PRICING AND ORDERING PRIORITY**

**This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.**

Contract Summary: CTR005849

See the attached document entitled "Award Contract Basic Auto" for contract pricing.

**This document is provided only as a summary of the Contract. A complete and official copy of the Contract and any associated changes are available on the eVA State Contracts webpage OR at the offices of the Division of Purchases and Supply.**

**Contract Summary: CTR005849**

**Page 3 of 2**



# COMMONWEALTH of VIRGINIA

*Department of General Services  
Division of Purchases and Supply*

J. Peter Stamps, CPPO, VCM, VCO  
Director

Kelly J. Langley, CPPO, CPPB, VCM, VCO  
Deputy Director

P. O. Box 1199  
Richmond, VA 23218-1199  
Voice: (804) 786-3842

## **NOTICE OF AWARD**

Contract No. E194-102237  
Date: August 1, 2022

eVA Vendor No. VS000079393

Name: Basic Auto Sales

Address: 11371 Washington Highway  
Ashland VA 23005

Bid Response Date: June 21, 2022

In Response to: IFB #7629

To Furnish: Vehicle: Used Vehicles

During the Period: August 1, 2022 through July 31, 2027

hereby is accepted at prices and terms stated, subject to all conditions and requirements of the solicitation, purchase specifications, warranties, performance bond, and other stipulations, if any. The solicitation, your bid and this notice of acceptance constitute the contract.

*Pamela Copeland*

Pamela Copeland, VCO  
Statewide Sourcing & Contracting Officer

**Solicitation Response Print**

Use this form as a hard copy reference for your Response Information. Please print this page for future reference using the Send To Printer link below.

[Menu](#)

[Return to Solicitation Response](#) [Send to Printer](#)

**Response Summary for ESR34195**Company Name: **Basic Auto Sales**eVA Vendor ID: **VS0000079393**Response Date: **6/21/2022**SR Header Attachment Count: **2**Response Time: **12:22 PM**SR Total Attachment Count: **2**Subcontractor Plan: **Vendor will complete all work****Solicitation Summary**Procurement Folder: **102237**Solicitation: **7629**Solicitation Type: **Invitation for Bids (IFB)**Description: **Vehicle: Used Vehicles**Issuing Office: **E194**Requesting Office: **E194**Buyer: **Pamela Copeland**Department: **DGS Division of Purchases and Supply**Email: **pamela.copeland@dgs.virginia.gov**Closing Date: **6/21/2022**Closing Time: **1:00 PM**Phone: **(804) 786-4068**Phone: **(804) 786-4068**Phone: **(804) 786-4068**

Fax:

Status: **Bids Opened**Header Attachment Count: **1**Total Attachment Count: **1**Grand Total: **\$106,540.00**Modified By: **pcopelan5**Modified On: **5/31/2022**Created By: **pcopelan5**Created On: **4/29/2022****Response Type**Delivery Days: **0**Response Type: **Response**

Comments:

**Discount Information**

Discount 1 %:

Days: **0**

Discount 2 %:

Days: **0**

Discount 3 %:

Days: **0**

Discount 4 %:

Days: **0****Attachments**Attachment Name: **EVA.pdf**Attachment Type: **Standard**Attachment Name: **Bidoffer.png**Attachment Type: **Standard****Commodity Response Information****Group 1: Lot 1****Group 1, Line 1****Line Type: Good**Commodity: **07104 Automobiles and Station Wagons**Quantity: **1**Description: **Passenger Cars (All sizes, two and/or four door) Vans - Mini,****passenger and/or cargo Sport Utility Vehicles and Crossovers - all sized,****AWD, 2WD and/or 4WE Light Duty Trucks - all sizes; not to exceed one****ton (Class 3)**

Specifications:

Unit Price: **\$106,540.00000**

Manufacturer:

Line Total: **\$106,540.00**

Manufacturer Part Number:

Delivery Days: **7**

Product/Category Number:

Response Type: **Response**

Serial Number:

Header Attachment Count: **0**

Specification Number:

Drawing Number:

Piece Number:

Color:

Size:

Model Number:

Warranty:

MSDS Included?: **No**

Comments:

Hazardous Materials:

Handling Instructions:

Packing Instructions:

Detailed Instructions:

Additional Instructions:

**Evaluation Criteria**

## IFB SUBMISSION INSTRUCTIONS

**A. BID SUBMISSION REQUIREMENTS:**

IFB #7629 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

**Bid Submission:**

Electronic bid submission with required documents attached is required. Bidder must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and attachments.

The following are instructions for submitting an electronic bid:

- a. Go to [www.eva.virginia.gov](http://www.eva.virginia.gov);
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Vendor Training"; and
- d. Click on "Respond to IFBs - RFPs and more".

If a Bidder need assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov).

**Bid Opening:**

A public bid opening will be held at **10:00 a.m. on June 22, 2022** via Google Hangouts:

Link: [meet.google.com/xio-woqs-jcw](https://meet.google.com/xio-woqs-jcw)

Number: (US) +1 339-526-0819

Pin #: 166 711 565#

### SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

- 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](http://www.SBSD.virginia.gov) (Customer Service).



## STATE CORPORATION COMMISSION FORM

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

**Virginia State Corporation Commission ("SCC") registration information: The Bidder:**

☒ is a corporation or other business entity with the following SCC identification number:

01667245

-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): ☐

Signature: Kory Hummer Date: June 21, 2022

Name: Kory Hummer  
Print

Title: President

Name of Firm: BATIK Rent A CAR Company

## VENDOR DATA SHEET

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Bidder's Primary Contact:  
Name: Kory Hummer Phone: 804-305-7777 Email: Kory.Hummer@HOL.com
3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:  
28 Years        Months
4. eVA Vendor ID or DUNS Number: V5 000079393 / 789832656
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: VA State Police Contact: Capt Todd Garrett  
Phone: (804) 674-2000 Email: \_\_\_\_\_  
Dates of Service: 2000-2022 \$ Value: \_\_\_\_\_
  - B. Company: Dept of General Services Contact: Beth Cooley  
Phone: (804) 367-6549 Email: \_\_\_\_\_  
Dates of Service: 2000-2022 \$ Value: \_\_\_\_\_
  - C. Company: Danville Comm. College Contact: William Roche, Jr.  
Phone: (434) 797-8534 Email: \_\_\_\_\_  
Dates of Service: 2000-2022 \$ Value: \_\_\_\_\_
  - D. Company: City of Petersburg Police Contact: Capt Greg Gerst  
Phone: (804) 400-2098 Email: \_\_\_\_\_  
Dates of Service: 2000-2022 \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: [Signature] Title: President Date: 6/21/22

## Virginia DMV Motor Vehicle Dealer Board Compliance Form

Regarding compliance with Code of Virginia § 46.2 Chapter 15 broadly and § 46.2-1508, 46.2-1566 through 46.2-1573.02, and 46.2-1572 specifically, the undersigned Bidder/Offeror:

☒ is compliant with the provisions of this Code section and can provide their current certifications from the Virginia Department of Motor Vehicles.

-OR-

☐ is in the process of becoming compliant with the provisions of this Code section and shall be compliant prior to the closing date and time of the solicitation.

-OR-

☐ is exempt from the provisions of this Code section. Bidder shall provide a justification or reasoning as to why the Code does not apply to the bid in response to this procurement.

**PLEASE NOTE: If supporting documentation is not provided with this form, the Contract Officer may request supporting documentation during the evaluation. Failure to provide this information, may result in your (For IFB: bid being declared non-responsive; For RFP: proposal being removed from further consideration.)**

Signature: [Signature] Date: June 21, 2022

Name: Kerry Hummer  
Print

Title: President

Name of Firm: BASIC Rent A CAR company / TA BASIC Auto  
SALES

## ATTACHMENT G

### PRICING DISCOUNT SCHEDULE

This scenario situation will be used based on a "Sell Price" using an estimated Black Book value of \$20,000. Bidders shall enter a discount percentage off \$20,000 for each quantity line indicated. Mileage cost will be added to determine the Grand Total.

Following scenario is used to determine bidders discount and totals below:

- a) Black Book Value: The National Auto Research, Black Book® , Used Car & Light Truck Value/Price Point; Virginia Weekly Wholesale Clean Value with the applicable adjustments made for mileage and optional equipment will be used to determine the "**Black Book Value**" of the vehicle. The Contractor shall have and maintain an internet subscription to the above referenced Black Book edition at all times during the term of the contract. The Contractor must provide the Ordering Agency with a printout of the Black Book Value that shows the value posted on the date of the Ordering Agency's inquiry to purchase the vehicle and must be a true representation of the vehicle requested. The Contractor shall provide the Ordering Agency with an updated Black Book value to show any adjustments made for actual mileage, etc. and the effective date of pricing for agency approval.
- b) + / - Discount: The discount shall be the bidder's percentage bid that shall be added to or subtracted from the Black Book Value to determine the final contract Selling Price. The bidder must clearly indicate if their Differential bid is a plus/positive (+) or minus/negative (-) percentage. Failure to indicate if you bid is a plus/positive (+) or minus/negative (-) WILL result in a bid luation as your bid being a **plus/positive** percentage.

The discount bid shall include all goods and services provided, including all fees, preparation, inspection and delivery up to 50 miles plus any delivery to Richmond Virginia. Except for additional mileage rates for deliveries in excess of 50 miles, no extra charges will be permitted. The bidder shall indicate the Differentials bid in the Pricing Schedule for each quantity volume discount structure as requested. Failure to provide a Differential amount for each Price Level will result in your bid being deemed non-responsive.

- c) Selling Price: The Selling Price shall be determined by applying (adding/subtracting) the discount percentage bid to the Black Book Value.

Example: Black Book Value is \$20,000. Discount bid is -3.0% or \$600  
 (\$20,000 – 600 = \$19,400 sale price)

The Contractor may sell vehicles for less than the pricing structure awarded; however, at no time shall vehicles be sold at higher costs.

Additional Delivery Charges: Mileage - Distance equal to or more than 51 miles: The vendor may add an additional delivery charge of no more than \$1.80 per mile

**Bidders Worksheet***Complete and submit with your bid***A. State Delivery Times below:**

In-stock vehicles (on the Contractor's lot) calendar days ARO: 7  
 Vehicles not in stock calendar days ARO: 30

**B. Scenario for completing form below: Black Book Value is \$20,000.**

<u>Discount Prices Level</u>	<u>Vehicle Sale Qtys / each</u>	<u>+ / - Discount %</u>		<u>+ / - Dollars</u>	<u>=</u>	<u>Net Sell Price</u>
1	1-5	+ 7	=	+ 1400	=	\$ <u>21,400</u>
2	6 - 10	+ 6.5	=	+ 1300	=	\$ <u>21,300</u>
3	11-15	+ 6	=	+ 1200	=	\$ <u>21,200</u>
4	16-20	+ 5.5	=	+ 1100	=	\$ <u>21,100</u>
5	21 +	+ 5	=	+ 1000	=	\$ <u>21,000</u>
				<u>Scenario: Net Total Sell Price (add level 1- thru 5)</u>	=	\$ <u>106,000</u>
	<u>Additional Mileage Rate (Scenario 300 miles)</u>	<u>\$ 1.80/ mile x 300 miles</u>	=			\$ 540.00
				<u>Scenario Grand Total (add net + \$540)</u>	=	\$ <u>106,540</u>

**RETURN OF THIS PAGE IS REQUIRED**



## Vendor Information



### Vendor Location and HQ information

#### Vendor Information

##### Vendor

**Location Standard Name - eMail Supplier:**  
Basic Auto Sales

**Location Name - eMail Contact:**  
Ashland Office

**eVA Status:** Active(Self-Registered)  
**eVA ID:** VS0000079393  
**VLIN ID:** VA00015831  
**Headquarter:** Yes

##### Order Address

11371 Washington Highway  
Ashland, VA 23005

##### Contact Information

**Contact:** Kory Hummer  
**Phone No:** 804-305-7777  
**Fax No:** 804-752-6934

#### HQ Information

##### Headquarter Information

**HQ Legal Name:**  
Basic Auto Sales

**eVA ID:** VS0000079393

##### Headquarter Ordering Address

11371 Washington Highway  
Ashland, VA, 23005

##### Vendor SWAM Certification #

649837

Business Type	Start Date	Expire Date
Small Business	02/06/2018	02/06/2023

PCard & Orders	Purchase Order Dollars
<b>Accepts P-Cards:</b> No <b>Accepts Visa:</b> No <b>Accepts Electronic Orders:</b> Yes	<b>Current FY (2022):</b> ▲ <b>\$177,636.50</b> <b>Past FY (2021):</b> ▼ <b>\$2,612,161.50</b>

### NIGP Commodity Code(s)

NIGP Code	Description
07100	AUTOMOBILES, SCHOOL BUSES, SUVS, AND VANS (INCLUDING DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALL OTHER FUEL TYPES)
07104	AUTOMOBILES AND STATION WAGONS
07105	AUTOMOBILES, POLICE AND SECURITY EQUIPPED
07180	SUV TYPE VEHICLES (INCL. CARRYALLS)
07190	VANS, CARGO
07192	VANS, PASSENGER (REGULAR AND HANDICAPPED EQUIPPED)
07200	TRUCKS (INCLUDING, DIESEL, GASOLINE, ELECTRIC, HYBRID, AND ALTERNATIVE FUEL UNITS)
07201	CLASS 1 TRUCKS (6,000 LB. GVWR OR LESS)

NIGP Code	Description
07202	CLASS 2 TRUCKS (6,001 - 10,000 LB. GVWR)
97514	AUTOMOBILES AND OTHER PASSENGER VEHICLES (INCLUDING EMERGENCY TYPE) RENTAL OR LEASE
99894	VEHICLES, INCLUDING AUTOMOBILES, TRUCKS, TRAILERS, VANS, MOTOR HOMES, MOTORCYCLES AND SCOOTERS, ETC. (SEE 998-20 FOR BUSES), SALE OF SURPLUS AND OBSOLETE ITEMS

**Report 9001 VendorDetail.1.1**



IFB# 7629

USED VEHICLES

I. **PURPOSE:**

The purpose of this Invitation for Bids (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide Used Vehicles to all Commonwealth of Virginia agencies, institutions of higher education, or other public bodies (collectively "Authorized Users") as defined in the Code of Virginia §2.2-1110, 2.2-1120, and 2.2-4301.

Any contract that may result from this solicitation will be a mandatory-use term contract for use by Commonwealth of Virginia executive branch agencies and optional-use for other public bodies and authorized users. Any contract that may result from this solicitation will be established and managed by the Commonwealth of Virginia, Department of General Services (DGS), Division of Purchases and Supplies (DPS).

All Authorized Users shall place orders through eVA for any contract that may result from this solicitation.

II. **PERIOD OF CONTRACT:**

The initial period of the contract will be from **date of award** through **five (5) year** period. No renewals.

III. **BACKGROUND AND/OR HISTORICAL SALES DATA:**

- The Commonwealth has processed orders, representing an estimated total quantity of 213 orders on previous contract E194-97979 (2- year term) with a total estimated spend of 9.5 million.

IV. **SCOPE OF WORK:**

- A. **Qualified Vehicles:** Vehicles provided shall include any requested make and model of the only the types of vehicles specified below. Unless authorized by the DPS Contract Officer and/or DGS-OFMS, all used vehicles provided shall have trim packages and options comparable to the trim packages/options on the DPS contracts for new vehicles.

1. Passenger Cars – All sizes; two and/or four door.
2. Vans – Mini, passenger and/or cargo.
3. Sport Utility Vehicles and Crossovers - all sizes; AWD, 2WD and/or 4WD.
4. Light Duty Trucks – All sizes; not to exceed one ton (Class 3).

- B. Minimum Vehicle Specifications are as follows:

1. **Vehicle Age:** The vehicle shall not be more than two (2) model years prior to the most current production model year.
2. **Vehicle Odometer:** The odometer reading shall not exceed 35,000 miles.
3. **Vehicle Condition:** Vehicle shall be in excellent mechanical, exterior and interior condition with no visible wear, no fluid leaks and is free of any damage. Vehicle shall require no reconditioning and shall have a clean engine compartment. Vehicle shall have no mechanical and/or cosmetic problems, as deemed by the ordering agency. Vehicle must have a clean title and the ability to pass all Federal and State inspections. Fire, frame, or water damaged vehicles will not be accepted. Vehicles shall

not have any record of having been stolen, salvaged or involved in any major accident or flood situation. Vehicles shall not have had any cumulative damage greater than \$750.00.

4. Vehicle to be furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspection Sticker.
5. Engine: As specified by the Ordering Agency.
6. Transmission: Automatic unless otherwise indicated by the Ordering Agency.
7. Air Conditioning: Shall be original manufacturer equipment installed.
8. Steering: Power Steering
9. Brakes: Standard for the vehicle make and model vehicle.
10. Tires: Manufacturer's standard tires with a minimum of 6/32 tread depth remaining. Tires must not have been repaired or have existing side wall or tread damage. All primary tires and wheels shall be an identical matching set (i.e. no cross brands or models). Each vehicle shall be equipped with the manufacturer's standard tire repair kit, which may be a Tire Inflation Kit or a spare tire, jack and lug wrench. If a spare tire is the OEM standard, it may be mounted on a traditional steel wheel. All tires and wheels shall be properly mounted and balanced.
11. Restraint system: A minimum of front driver and front passenger air bags required.
12. License Plate Brackets: Vehicle shall be preconfigured for front and rear license plates or equipped with front and rear license plate brackets with no dealer logo.
13. Keys: A minimum of two (2) complete sets of keys and/or fobs shall be furnished with each vehicle.
14. Colors: Vehicles shall be available in any of the manufacturer's standard colors. The Ordering Agency will determine the color and/or color range required at the time of inquiry. The Contractor shall adhere to specific color choices indicated by the Ordering Agency. If any changes are necessary, the Contractor must obtain advance written approval from the Ordering Agency.
15. Warranty: The vehicle shall be delivered with the remaining portion of the manufacturer's Bumper to Bumper and Powertrain Warranty. All standard manufacturer's vehicle warranty coverage to be included, but not limited to; the Safety Restraint System, Corrosion Coverage Warranty, Emissions Defect Warranty, and Emissions Performance Warranty. A copy shall be provided at delivery.
16. Emblems: The Contractor shall not attach any dealer identifications or advertising sticker, emblem or decal anywhere upon the vehicle.
17. Temporary License Plate: A DMV Temporary License Tag (30-Day tag) shall be furnished at no additional charge with each vehicle, unless Authorized Users waive, in writing.
18. In addition to all other remedies available to the Commonwealth, should the Contractor fail to meet requirements set forth in this Section, IV. B., item(s) 1, 2, 3, or 4 with respect to any delivered vehicle and the authorized user elects to accept the vehicle, the authorized user may deduct one (1) per cent of that vehicle's cost from the applicable invoice in order to compensate the Commonwealth for the resulting inconvenience and business interruption.

C. The Contractor(s) shall provide vehicles for the purchase that meet or exceed the following minimum requirements:

1. **Geographic:** The Contractors shall provide vehicles and related products under this contract to any Authorized User, as described herein. Bidders with any geographic restrictions should specify the geographic areas that they are not able to provide products and/or services with bid submittal. Regardless of any contracted service areas, and to any extent that they may overlap, Authorized Users shall have the opportunity to use any contract, based on their own business direction and/or operational needs.
2. **Virginia Motor Vehicle Dealer License:** Bidder shall meet the requirements in [Section IX. Special Term and Conditions, paragraph 22. \(Ref. Attachment F\)](#)

**Note:** Dealers not licensed in Virginia; reference eVA's B2B Connect resource. Website URL:

<https://eva.virginia.gov/results.html?q=B2B%20Connect>

3. **Delivery and Delivery Rates:** The Contractor shall provide delivery for the Vehicle(s) purchased in accordance with the following:
  - a. Included Miles - All deliveries to DGS Office of Fleet Management Services (OFMS) or Virginia State Police (VSP) in Richmond: Vehicle(s) shall be delivered FOB Destination, freight included. No extra charges permitted.
  - b. Distance: Shall be calculated by the number of actual miles from the Contractor's physical address to the delivery point specified by the Authorized User. Mileage shall be determined using Google (maps and directions) at <http://maps.google.com>; with the results rounded up to the next whole mile.
  - c. Additional Mileage – Distance equal to or more than 51 Miles: The Contractor may add an additional delivery charge of no more than \$1.80 per mile of the difference between the actual total distance minus 50 included miles. (Example: Actual total distance= 150 miles, minus 50 included miles, equals 100 miles applicable to an additional delivery charge per Vehicle.)
  - d. Bidders shall provide the additional delivery rates in accordance with the Pricing Schedule and as follows:
    - i. Single purchase order for multiple Vehicles: Bidders should offer a reduced delivery rate for multiple Vehicles ordered on any single purchase order. The regular rate provided must be equal to or less than \$1.80 per mile applicable to the first Vehicle and any reduced rates should apply to subsequent Vehicles on the same purchase order. Partial shipments of any single order made at the option of the Contractor shall not change delivery charges.
    - ii. Multiple purchase orders: If the Contractor delivers multiple Vehicles ordered on different purchase orders in a single shipment, the Contractor should extend the reduced delivery rate(s) to the Authorized User. The Contractor must have prior written approval from the Authorized User and obtain any necessary change orders.
    - iii. Additional delivery rates shall not apply to any Vehicle ordered by OFMS or VSP.
4. **Pricing Discount Schedule/Bidder Worksheet:** Bidders shall complete all applicable fields of the bidders worksheet on [Attachment G. Failure to complete all applicable fields, may result in bid being declared non-responsive.](#)
5. **Minimum Order:** There shall be no minimum order requirement.
6. **Delivery Inspection:** Each Vehicle delivered will be checked for compliance with the purchase order. If any deviations from the specifications, damage, or improper Contractor preparation exist, the invoice will not be approved for payment until the Contractor corrects all defects.

7. **Delivery Location and Time:** Vehicles shall be delivered to various state agencies, cities, counties, towns and political subdivisions throughout the State as required and indicated in the purchase order. Normal hours for delivery shall be between the hours of 8:00 AM and 5:00 PM, except on official state holidays and periods of shut down, unless otherwise instructed by the Authorized User. The Contractor shall clarify and coordinate deliveries with the Authorized User, to include a minimum of forty-eight (48) hour notification. **Failure to coordinate delivery with the Authorized user may result in refusal of delivery.**

**V. PRE-BID CONFERENCE:** Waived

**VI. SOLICITATION CLARIFICATIONS:**

Questions regarding the solicitation **must be submitted in writing only** to **Pamela Copeland** via e-mail at [pamela.copeland@dgs.virginia.gov](mailto:pamela.copeland@dgs.virginia.gov) no later than **4:00 p.m. on June 8, 2022**. Bidder should identify the email by noting the solicitation number **"7629"** in the subject line. Responses to clarifications may be posted in eVA's Virginia Business Opportunities (VBO). The identity of Bidder's will not be published with the response. Formal changes to the solicitation, including but not limited to, contractual terms and procurement requirements will only be changed by formal written addendum to the solicitation.

There shall be no communication of any type on any aspect of this solicitation, written or otherwise, by any prospective Bidder, including any sub-bidder, Bidder's agent or other type of Bidder representative, with any employee or agency of the Commonwealth of Virginia, with the exception of the DPS Contracting Officer noted in the solicitation, unless a Bidder is instructed otherwise by the DPS Contracting Officer. Failure to comply with this requirement may disqualify a Bidder from participation in this opportunity.

As used in this IFB, 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 bid. 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.

**VII. REPORTING REQUIREMENTS:**

- A. CONTRACTOR'S QUARTERLY REPORT OF SALES:** Contractor shall provide electronic reports in Microsoft Excel format on a quarterly basis showing total invoiced sales data, which means all invoices issued within the reporting period. See attachment to this solicitation for the report template which identifies the information to be provided. Reports shall be provided no later the 15th of each month, reporting total invoiced sales and return transactions that took place in the immediately preceding quarterly. Reports shall be sent to the DPS Contracting Officer and to the following email address: [vssireport@dgs.virginia.gov](mailto:vssireport@dgs.virginia.gov). Failure to submit information in the required format and time may result in cancellation of the awarded contract.
- B. SURCHARGE ADJUSTMENT FEE:** The Contractor must pay the Department of General Services (DGS), a Surcharge Adjustment (SCA) fee under this Contract. **DGS will not issue invoices or statements.** The Contractor must remit the SCA fee by the last day of the month following the end of the calendar quarter. The SCA shall be **\$350 dollars per vehicle sold on the contract**. The SCA fee amount due must be paid by check with identification of "Contract Number," "Report Amounts," and "Report Period" on either the check stub or other remittance material. DGS may, at its discretion, agree to an electronic funds transfer,

in lieu of a check, however in the absence of an express written agreement from DGS that validates the agreement, then the payment shall be made by check as described herein.

Checks shall be payable to: Treasurer, Commonwealth of Virginia.

Checks shall be mailed to:  
DGS/Division of Purchases and Supply  
ATTN: VSSI Coordinator  
PO Box 1199  
Richmond, VA 23218-1199

If the full amount of the SCA fee is not paid within 30 calendar days of due date, it shall constitute a debt that the Contractor is obligated contractually to pay to the Commonwealth of Virginia, and the Commonwealth may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the SCA fee in a timely manner may result in termination or cancellation of the Contract.

**C. REPORTING AND PAYMENT SCHEDULES:**

<u>Quarterly Report Period</u>	<u>Sales Months</u>	<u>Quarterly Report Due</u>
1st Quarter	Jan, Feb, Mar	April 15th
2nd Quarter	Apr, May, June	July 15th
3rd Quarter	July, Aug, Sept	October 15th
4th Quarter	Oct, Nov, Dec	January 15th
<u>SCA Fee Period</u>	<u>Sales Months</u>	<u>Quarterly Payment Due</u>
1st Quarter	Jan, Feb, Mar	April 30th
2nd Quarter	Apr, May, June	July 31st
3rd Quarter	July, Aug, Sept	October 31st
4th Quarter	Oct, Nov, Dec	January 31st

**D. Contractor shall:**

1. Meet or conference call at least quarterly with the DPS Contracting Officer to review performance, usage under the contract, and discuss opportunities for improvements.
2. Provide any documentation or reports as requested by the DPS Contracting Officer.
3. Notify the DPS Contracting Officer, in writing, of any unresolved disputes or problems that have been outstanding for more than thirty (30) days.

**VIII. INVOICES AND PAYMENT:**

**A. INVOICES:**

Contractor shall submit the invoice(s) to the address designated on the purchase order following acceptance by the Authorized User of goods and services rendered. No invoice may include any cost

other than those identified in the purchase order referencing the Contract. Invoice(s) shall provide at a minimum:

1. Name of Authorized User (the ordering entity)
2. Authorized User point of contact and phone/email
3. Description of the goods and/or services provided
4. Contract number
5. Purchase order number
6. Invoice number
7. Invoice date
8. Invoice amount

**B. PAYMENT:**

Payment will be made in accordance with the Virginia Public Procurement Act. Commonwealth of Virginia Executive Branch Agencies will remit payment within thirty (30) days after receipt of a valid invoice for all goods and/or services received and accepted, per §2.2-4350. Localities will remit within forty-five (45) days of receipt of a valid invoice for all goods and/or services received and accepted, per §2.2-4352. Payment is anticipated to be made by check or EDI.

**IX. SPECIAL TERMS AND CONDITIONS:**

1. **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.
2. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
3. **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.
4. **eVA ORDERS AND CONTRACTS:** It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) 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 Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from [www.eVA.virginia.gov](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto:eVA-catalog-manager@dgs.virginia.gov).

5. **AUTHORIZED DEALER:** By signing this bid, the Bidder certifies that it is a manufacturer-authorized dealer for all goods and services it proposes to furnish under any resulting contract. If requested by the Commonwealth, the Bidder shall provide supporting evidence from the manufacturer.
6. **FINANCIAL WARRANTY:** Contractor shall ensure that the prices, discounts, incentives, and other financial terms (collectively, the “financial deal”) applicable to purchases under this Contract are always at least as favorable to the purchaser as the financial deal that the Contractor or its affiliates make available to any public body in Virginia for the same good(s)/service(s) outside this Contract. Upon DGS’s request (and annually on August 1), Contractor shall submit to DGS an affidavit certifying full compliance with this Section. The Contractor (and any affiliate) shall waive any contractual or other right that inhibits any public body in Virginia from disclosing to DGS or others the financial terms made available to the public body, and upon request from DGS, Contractor shall ensure that a signed confirmation of the waiver is provided to the public body and DGS. As used in this Section, an affiliate is any entity that controls, is controlled by, or is under common control with, the contractor.
7. **ADDITIONAL USERS:** This procurement is being conducted on behalf of state agencies, institutions and other public bodies who may be added or deleted at any time during the period of the contract. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by this agency or institution and upon mutual agreement of the contractor. Such modification shall name the specific agency added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
8. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
9. **ORDERS:** Authorized Users must order goods and/or services available from the Contract by issuing an eVA purchase order through the Commonwealth’s electronic procurement website portal <http://www.eva.virginia.gov>.
10. **PERIOD FOR PERFORMANCE OF PURCHASE ORDERS:** To be valid, a purchase order issued under this Contract must be issued during the term of the Contract. The period specified for performance of the purchase order may extend past the term of the Contract. If a notice terminating this Contract is issued, the notice shall be construed as applying only to the Contract and not to any existing purchase order, unless the notice expressly states the intent to terminate the purchase order.
11. **LOBBYING AND INTEGRITY:** Bidders are cautioned that communications with individuals other than the DPS Contracting Officer may result in incorrect and/or insufficient information being provided. In addition, the Bidder shall not, in connection with this or any other agreement with the Commonwealth of Virginia, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any state officer or employee’s decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give anyone any gratuity for the benefit of or at the direction or request of any state officer or employee.

Upon request of the Commonwealth of Virginia’s, Department of General Services, the Bidder shall provide any type of information deemed relevant to the Bidder’s integrity or responsibility to provide the services or goods, described herein.

12. **EXCLUSIVITY OF TERMS AND CONDITIONS:** No employee or agent of the Commonwealth or Authorized User shall be required to sign or execute any additional contract, license or other agreement containing contractual terms and conditions. No contractor shall be required to sign, from any employee or agent of the Commonwealth or Authorized Users, any additional agreements, contracts, or other documents that



were not part of the original contract. Any documents signed by persons other than the Director of DPS or their authorized designee shall have no validity or effect upon the Contract.

13. **QUANTITIES:** Quantities set forth in this solicitation are estimates only, and the contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown.
14. **CONTRACTUAL DISPUTES:** In accordance with Code of Virginia § 2.2-4363, contractual claims, whether for money or other relief, shall be submitted in writing to the Authorized User no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to the Authorized User at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Authorized User shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.
  - a. The Contractor may not invoke any available administrative procedure under Code of Virginia § 2.2-4365 nor institute legal action prior to receipt of the Commonwealth's decision on the claim, unless the Commonwealth fails to render its decision within thirty (30) days. The decision of the Commonwealth shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Code of Virginia § 2.2-4364 or the administrative procedure authorized by Code of Virginia § 2.2-4365.
  - b. The Commonwealth or any Authorized User, and their officers, agents and employees, including without limitation, the contracting and Ordering Officers, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent of the Commonwealth agency or Authorized User that is purchasing and receiving the goods or services in question and need not be joined as a party to any dispute that may arise there under.
  - c. In the event of any breach by the Commonwealth or any Authorized User, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any services hereunder.
15. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid a statement describing why the bidder 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 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.
16. **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.
17. **SUBMISSION OF SMALL BUSINESS SUBCONTRACTING PLAN, EVIDENCE OF COMPLIANCE WITH SMALL BUSINESS SUBCONTRACTING PLAN, AND SUBCONTRACTOR REPORTING :**

- A. 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 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 shall note such on the Small Business Subcontracting Plan. No bidder 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.
  - B. 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.
  - C. Prime Contractor Subcontractor Reporting:
    - 1. 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.
    - 2. 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.
18. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to

allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

19. **DELIVERY:** Delivery of goods or performance of services shall be within the number of calendar days stated below after receipt of order (ARO) by the Bidder. The Agency requires the Bidder to deliver within a reasonable time after ARO. If the Bidder does not insert a stated delivery time in the blanks on [Attachment G](#), the Bidder will be deemed to offer delivery in accordance with the Agency's desired delivery time as stated below:

Agency's Desired Delivery Dates:

In-stock vehicles (on the Contractor's lot) ..... 7 calendar days ARO.  
Vehicles not in-stock: ..... 30 calendar days ARO.

\$100 dollars per day shall be deducted from the final price on vehicles that are not delivered within the specified delivery time Per Vehicle Ordered. This deduction is not to be considered a factor when calculating whether the financial deal offered to another public body in Virginia is better than that offered to DGS pursuant to [Section IX, paragraph 6](#) herein (titled "Financial Warranty"). This

deduction shall not apply to delivery delays initiated, authorized, or requested by the Authorized User.

Failure to deliver in a timely matter may result in the termination of the contract.

20. **DELIVERY/SERVICE TO CORRECTIONAL INSTITUTIONS:**

The Contractor shall be responsible for adherence to the following guidelines as they pertain to delivering goods and/or providing services to correctional institutions, especially if the location is within the secured perimeter:

- a. The Contractor shall be responsible for ensuring that all personnel connected with the work comply with the rules and regulations of each ordering institution, which may reach beyond the scope of this specification.
- b. The Contractor shall maintain proper security and control over all personnel, equipment, tools, and materials at all times. The Contractor's equipment and personnel shall be subject to security checks and associated delays therefrom.
- c. There shall be no verbal discussion or physical contact between the Contractor's employees and offenders.
- d. Anyone bringing any offender any item, such as (but not limited to) weapons, tools, food, drink, clothing, cigarettes, matches, correspondence, printed or electronic media, or assisting offenders to escape is in violation of Commonwealth law and may be prosecuted to the fullest extent of the law.
- e. No weapons, alcohol, drugs, or medication of any type will be allowed on Commonwealth property.
- f. Keys shall be removed from all vehicles and other mobile equipment when not in operation. Vehicle doors and tool compartments shall be locked at all times when not in use. Ladders left on vehicles shall be chained and locked at all times.
- g. Any tools, especially cutting tools, if left unattended, will be confiscated.
- h. All security regulations shall be observed at all times. These will be made known to the Contractor and his representatives by the Institutional Security Chief, or his designee, at the point of entrance to the institution.
- i. All persons entering the prison complex are subject to search.
- j. Contractors and their representatives are limited to movement to and from, and within, the immediate area of their work.
- k. An institutional employee may be designated as a liaison between the Contractor and institution. Unless otherwise stated this person will be the Department Superintendent for whom the Contractor is performing the service or delivering the goods.
- l. Vehicles may not be permitted to leave the facility until after the daily or routine security check has been performed.
- m. All Contractor employees shall have valid identification with photograph at all times for identification. Validity of identification is determined solely at the discretion of the institution. A valid government-

issued driver's license is generally acceptable. No persons will be permitted to enter the institution without valid identification.

- n. The institution reserves the right to refuse entrance to anyone who appears, in the institution's sole judgment, to be under the influence of drugs or alcohol, or otherwise impaired.
- 
21. **VIRGINIA MOTOR VEHICLE DEALER LICENSE:** In accordance with Code of Virginia § 46.2-1508, the motor vehicle manufacturer, distributor, or dealer ("bidder") certifies that it is licensed by the Virginia Department of Motor Vehicles to conduct business in the Commonwealth of Virginia. Further, the bidder shall maintain the required license throughout the course of the contract. Additionally, the bidder shall comply with the requirements of the Code of Virginia § 46.2-1566 through 46.2-1573.02, including Code of Virginia § 46.2-1572. The bidder shall immediately notify the Commonwealth of Virginia's Department of General Services, Division of Purchases and Supply in writing in the event its license is either not renewed, or revoked and/or it fails to comply with the other stated provisions in the Code of Virginia during the period in question. ([Ref. Attachment F](#))
  22. **SALES AND SUPPORT SERVICE:** The contractor shall have a full time sales representative assigned to the Commonwealth to regularly assist authorized users, address problems, e-procurement concerns, and other matters. The contractor shall apprise the Commonwealth of any quality issues including recalls, upgrades, and product warnings that may affect product performance and safety. All service representatives, who are assigned to work the contract, shall have on-line access to information to provide immediate response to inquiries concerning the status of orders, delivery information, back-order information, statewide contract pricing, and general product information. Representatives shall be available by phone, fax or email. Such contact information shall be provided to the Commonwealth and any ordering entities.  
  
Contractor shall send authorized users an email confirmation of receipt of any purchase order they place against the contract. This confirmation shall include the options, color choices, etc. being placed. This requirement shall apply to all orders issued against this contract. Confirmation shall be sent within 10 days after receipt of an order and shall indicate the date the order was placed with the manufacturer. Confirmations shall be emailed to the authorized user's address shown on the purchase order and to anyone else the authorized user has requested the confirmation to go to.
  23. **TECHNICAL SERVICE SUPPORT:** The bidder shall provide information on their ability to furnish technical assistance, including training and demonstration of operating procedures, for "used" equipment purchased under this contract. During the life of the contract, the contractor shall provide technical service on technical applications; furnish operating manuals and schematic design, when available, for all equipment. Contractor is responsible for ensuring repair facilities have sufficient spare parts and labor to support all stated manufacturer's equipment sold to the Commonwealth. As an authorized distributor, a contractor shall guarantee and extend all manufacturers and/or dealer warranties. Contractor shall be able to track historical service requests, maintenance, and repairs.
  24. **WARRANTY (VEHICLE):** The contractor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the contractor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation and rights and remedies permitted under applicable law. A copy of this warranty should be furnished with the bid.

During the life of the contract, the contractor shall provide all warranty service and shall have their own repair facilities (unless the vehicle manufacturer requires the work performed by them or another party) with sufficient parts and labor to support the vehicles sold under this contract. Contractor shall track all vehicles that receive warranty work under this contract and may be asked to produce that report during

the life of the contract. If available, contractor shall furnish operating manuals and schematic design for all vehicles.

25. **VEHICLE PREPARATION:** Vehicles shall be delivered clean and complete and ready for service including a current Virginia State Inspection. Vehicle service preparation must be performed by the dealer according to the manufacturer's specifications. Each vehicle must be delivered with at least half (1/2) tank of fuel. Vehicles delivered without proper dealer preparation must be picked up, serviced, and re-delivered by the dealer at no additional cost to the ordering agency.

The contractor shall deliver the vehicles ready to for use with all parts working correctly. Additionally the following shall apply

- a. **Temporary License:** A paper 30 Day license tag, unless a different format (e.g. electronic) is requested in writing by the "authorized user", shall be furnished with each vehicle unless Authorized Users waive, in writing, the 30 Day tag .
- b. **State Inspection Stickers and Decals:** Vehicles furnished shall conform to all applicable Federal and Motor Vehicle Safety Standards and all equipment shall conform to Title 46.2, Chapter 10, of the Code of Virginia and shall include a valid State Inspection Sticker. No dealer identifications such as sticker, decal, metal emblem and so forth will be accepted on automobiles furnished under this contract.
- c. **Taxes:** No Federal Taxes are to be included in the contract price at any time, including on tires. The Authorized Users as described herein shall furnish their Tax Exemption Registration number upon request.
- d. **Vehicle Publications, Forms and Documents:** The contractor shall furnish one (1) paper copy each of the following per vehicle, unless a different format (e.g. electronic) is requested in writing by the "authorized user":
  - i. All ownership documents and papers required by VA DMV for titling and registration purposes; DMV Transfer of Ownership, Dealer's Report of Sale, Bill of Sale, Odometer Statement (if applicable) and any other document required.
  - ii. Vehicle Warranty Information Manual (Copy of warranty)
  - iii. Vehicle Owner's Manual
  - iv. Emissions Certifications: Stating the vehicle meets U.S. Government Standards for sale in the Commonwealth of Virginia.
- e. In addition to all other remedies available to the Commonwealth, should the Contractor fail to meet any requirement set forth in this [Section 25](#) with respect to any delivered vehicle, one (1) per cent of that vehicle's cost will be deducted from the applicable invoice in order to compensate the Commonwealth for the resulting inconvenience and business interruption.

## IFB SUBMISSION INSTRUCTIONS

**A. BID SUBMISSION REQUIREMENTS:**

IFB #7629 is an invitation for an electronic sealed bid; therefore, bids submitted outside of the eVA system, such as via e-mail, mail, or fax WILL NOT be accepted. Electronic sealed bids will be received until the closing date and time provided in the solicitation. Any bid received after the closing date and time specified in the solicitation will not be considered and will be date and time stamped, marked "late" and retained unopened in the procurement file.

Prior to the due date, Bidders should:

- Check the status of the solicitation on eVA at [www.eva.virginia.gov](http://www.eva.virginia.gov) by clicking on Business Opportunities and then click on Virginia Business Opportunities (VBO) for any updates, changes, amendments, cancellations, etc.;
- Check the "Reminders" section in VBO for all attachments and documents to be completed and submitted; and
- Complete all attachments, amendments, exhibits, product information, etc. and attach electronically to the Bidder's electronic submission.

Bidders are solely responsible for reviewing, complying, and returning a complete and responsive bid. Failure to submit any of the required information may result in the bid being declared non-responsive. Changes to the solicitation's forms or formats are prohibited except where clearly instructed and permitted.

**Bid Submission:**

Electronic bid submission with required documents attached is required. Bidder must be registered in eVA in order to submit an electronic bid. Bidders must submit one (1) complete copy of the bid and attachments.

The following are instructions for submitting an electronic bid:

- a. Go to [www.eva.virginia.gov](http://www.eva.virginia.gov);
- b. Click on "I Sell To Virginia";
- c. Click on "eVA Vendor Training"; and
- d. Click on "Respond to IFBs - RFPs and more".

If a Bidder need assistance submitting an electronic response, the Bidder must contact eVA Customer Care at 866-289-7367 or email [eVACustomerCare@dgs.virginia.gov](mailto:eVACustomerCare@dgs.virginia.gov).

**Bid Opening:**

A public bid opening will be held at **10:00 a.m. on June 22, 2022** via Google Hangouts:

Link: [meet.google.com/xio-woqs-jcw](https://meet.google.com/xio-woqs-jcw)

Number: (US) +1 339-526-0819

Pin #: 166 711 565#



**VENDOR DATA SHEET**

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this sheet may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

1. Qualification: The Bidder must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.
2. Bidder's Primary Contact:  
Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_
3. Years in Business: Indicate the length of time Bidder has been in business providing this type of good or service:  
\_\_\_\_\_ Years \_\_\_\_\_ Months
4. eVA Vendor ID or DUNS Number: \_\_\_\_\_
5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that the Bidder is servicing, has serviced, or has provided similar goods/services. Include the length of service and the name, address, and telephone number of the point of contact.
  - A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_
  - D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_  
Phone: (\_\_\_\_) \_\_\_\_\_ Email: \_\_\_\_\_  
\_\_\_\_\_  
Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

I certify the accuracy of this information.

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

### SMALL BUSINESS SUBCONTRACTING PLAN

It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in order to be considered responsive:

- 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](http://www.SBSD.virginia.gov) (Customer Service).

**STATE CORPORATION COMMISSION FORM**

The following information is required as part of the Bidder's response to this solicitation. Failure to complete and provide this form may result in bid being declared nonresponsive. (In the case of a Combined Two-Step IFB, it may cause the Technical Proposal to be determined to be not acceptable.)

**Virginia State Corporation Commission ("SCC") registration information: The Bidder:**

☐ 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): ☐

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Print

Title: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**Virginia DMV Motor Vehicle Dealer Board Compliance Form**

**Regarding compliance with Code of Virginia § 46.2 Chapter 15 broadly and § 46.2-1508, 46.2-1566 through 46.2-1573.02, and 46.2-1572 specifically, the undersigned Bidder/Offeror:**

☐ is compliant with the provisions of this Code section and can provide their current certifications from the Virginia Department of Motor Vehicles.

**-OR-**

☐ is in the process of becoming compliant with the provisions of this Code section and shall be compliant prior to the closing date and time of the solicitation.

**-OR-**

☐ is exempt from the provisions of this Code section. Bidder shall provide a justification or reasoning as to why the Code does not apply to the bid in response to this procurement.

**PLEASE NOTE: If supporting documentation is not provided with this form, the Contract Officer may request supporting documentation during the evaluation. Failure to provide this information, may result in your (For IFB: bid being declared non-responsive; For RFP: proposal being removed from further consideration.)**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_  
**Print**

**Title:** \_\_\_\_\_

**Name of Firm:** \_\_\_\_\_

## ATTACHMENT G

### PRICING DISCOUNT SCHEDULE

This scenario situation will be used based on a "Sell Price" using an estimated Black Book value of \$20,000. Bidders shall enter a discount percentage off \$20,000 for each quantity line indicated. Mileage cost will be added to determine the Grand Total.

Following scenario is used to determine bidders discount and totals below:

- a) Black Book Value: The National Auto Research, Black Book® , Used Car & Light Truck Value/Price Point; Virginia Weekly Wholesale Clean Value with the applicable adjustments made for mileage and optional equipment will be used to determine the "**Black Book Value**" of the vehicle. The Contractor shall have and maintain an internet subscription to the above referenced Black Book edition at all times during the term of the contract. The Contractor must provide the Ordering Agency with a printout of the Black Book Value that shows the value posted on the date of the Ordering Agency's inquiry to purchase the vehicle and must be a true representation of the vehicle requested. The Contractor shall provide the Ordering Agency with an updated Black Book value to show any adjustments made for actual mileage, etc. and the effective date of pricing for agency approval.
- b) + / - Discount: The discount shall be the bidder's percentage bid that shall be added to or subtracted from the Black Book Value to determine the final contract Selling Price. The bidder must clearly indicate if their Differential bid is a plus/positive (+) or minus/negative (-) percentage. Failure to indicate if you bid is a plus/positive (+) or minus/negative (-) WILL result in a bid luation as your bid being a **plus/positive** percentage.

The discount bid shall include all goods and services provided, including all fees, preparation, inspection and delivery up to 50 miles plus any delivery to Richmond Virginia. Except for additional mileage rates for deliveries in excess of 50 miles, no extra charges will be permitted. The bidder shall indicate the Differentials bid in the Pricing Schedule for each quantity volume discount structure as requested. Failure to provide a Differential amount for each Price Level will result in your bid being deemed non-responsive.

- c) Selling Price: The Selling Price shall be determined by applying (adding/subtracting) the discount percentage bid to the Black Book Value.

Example: Black Book Value is \$20,000. Discount bid is -3.0% or \$600  
(\$20,000 – 600 = \$19,400 sale price)

The Contractor may sell vehicles for less than the pricing structure awarded; however, at no time shall vehicles be sold at higher costs.

Additional Delivery Charges: Mileage - Distance equal to or more than 51 miles: The vendor may add an additional delivery charge of no more than \$1.80 per mile

**Bidders Worksheet****Complete and submit with your bid****A. State Delivery Times below:**

In-stock vehicles (on the Contractor's lot) calendar days ARO: \_\_\_\_\_

Vehicles not in stock calendar days ARO: \_\_\_\_\_

**B. Scenario for completing form below: Black Book Value is \$20,000.**

<u>Discount Prices Level</u>	<u>Vehicle Sale Qtys / each</u>	<u>+ / - Discount %</u>		<u>+ / - Dollars</u>	<u>≡</u>	<u>Net Sell Price</u>
1	1-5		=		=	\$ _____
2	6 – 10		=		=	\$ _____
3	11-15		=		=	\$ _____
4	16-20		=		=	\$ _____
5	21 +		=		=	\$ _____
				<u>Scenario: Net Total Sell Price (add level 1- thru 5)</u>	=	<b>\$ _____</b>
	Additional Mileage Rate (Scenario 300 miles)	\$ 1.80/ mile x 300 miles	=			\$ 540.00
				<u>Scenario Grand Total (add net + \$540)</u>	=	<b>\$ _____</b>

**RETURN OF THIS PAGE IS REQUIRED**

## Solicitation Print

[Return to Solicitation](#)
[Send to Printer](#)
**Solicitation 7629**

Procurement Folder: 102237

High-Risk: Yes

Solicitation: 7629

Solicitation Type: Invitation for Bids (IFB)

Status: Open

Short Description: Vehicle: Used Vehicles

Issued Date: 5/31/2022

Description: The purpose of this Invitation for Bid (IFB) is to solicit sealed bids to establish a contract with one or more qualified suppliers to provide Passenger Cars (All sizes, two and/or four door) Vans - Mini, passenger and/or cargo Sport Utility Vehicles and Crossovers - all sized, AWD, 2WD and/or 4WE Light Duty Trucks - all sizes; not to exceed one ton (Class 3)

External Solicitation ID:

External Solicitation Version:

External Solicitation Type:

Closing Date: 6/21/2022

Closing Time: 1:00 PM

Requestor Office: E194

Phone: (804) 786-4068

Preparer Office: E194

Phone: (804) 786-4068

Work Location: Virginia-Statewide

Created By: pcpelan5

Modified By: pcpelan5

Created On: 4/29/2022

Modified On: 5/31/2022

**Attachments**

Attachment Name: IFB 7629 Vehicle Used Vehicles adv PC.pdf

Description: IFB 7629 Vehicle Used Vehicles

**Contact Information**

Pamela Copeland

Phone: (804) 786-4068

Email: pamelacopeland@dgs.virginia.gov

Fax:

**Other Events**

Information not provided

**Commodity Information****Lot 1: Lot 1****Lot 1, Line 1**

Commodity: 07104 Automobiles and Station Wagons

Specifications:

Description: Passenger Cars (All sizes, two and/or four door) Vans - Mini, passenger and/or cargo Sport Utility Vehicles and Crossovers - all sized, AWD, 2WD and/or 4WE Light Duty Trucks - all sizes; not to exceed one ton (Class 3)

Manufacturer:

Part Number:

Product/Category:

Serial Number:

Specification:

**Line Type: Good**

Quantity: 1

Unit: each

Requested Delivery Date:

Drawing:

Piece:

Color:

Size:

Model:

Detailed Instructions:

Warranty:

**Ship To**

eVA-Shipping Exception

SEE COMMENTS

eVA,VA 99999-9999

US

Shipping Method:

MSDS Required?: No

Hazardous Materials:

Handling Instructions:

Packing Instructions:

Additional Instructions:

Shipping Instructions:

**Bill To**

eVA-Billing Exception

Same as Ship To Address

eVA,VA 99999-9999

US

Billing Instructions:

External Lot Number:

External Line Number:

**Build Commodity List**

Line	Commodity	Description
1	07104	Automobiles and Station Wagons

**Terms And Conditions****Section GEN****NOTE**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or veteran status 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.f in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation for bid.

#### **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 its 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 [www.eva.virginia.gov](http://www.eva.virginia.gov) under "I Sell To Virginia".

#### **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.

#### **ANTI-DISCRIMINATION**

By submitting their bids, bidders 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, 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.

#### **ETHICS IN PUBLIC CONTRACTING**

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

#### **IMMIGRATION REFORM**

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.

#### **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.

#### **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.

#### **MANDATORY USE OF STATE FORM**

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

#### **CLARIFICATION OF TERMS**

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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.

#### **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: (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.

#### **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.

#### **QUALIFICATIONS OF BIDDERS**

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

#### **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.

#### **ASSIGNMENT OF CONTRACT**

A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

#### **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.

#### **DEFAULT**

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

#### **TAXES**

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

#### **USE OF BRAND NAMES**

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

Unless the bidder clearly indicates in its bid that the product offered is an equivalent product, such bid will be considered to offer the brand name product referenced in the solicitation.

#### **TRANSPORTATION AND PACKAGING**

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

#### **INSURANCE**

By signing and submitting a bid under this solicitation, the bidder 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 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.) Code of Virginia § 8.01-581.15 <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

#### **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 ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of 10 days.

#### **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.

#### **NONDISCRIMINATION**

A bidder 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 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.

#### **eVA VENDOR REGISTRATION**

The eVA Internet electronic procurement solution, web site portal [www.eva.virginia.gov](http://www.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 must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid 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 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 [www.eva.virginia.gov](http://www.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.

#### **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.

#### **SET-ASIDES AWARD PRIORITY**

This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as "Micro Business Set-Aside Award Priority" or "Small Business Set-Aside Award Priority" accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders 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.

#### **BID PRICE CURRENCY**

Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.

#### **AUTHORIZATION TO CONDUCT BUS.**

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.

**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.

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**Reminders**

Information not provided

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**Vendor List**

Information not provided

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**Free Form Vendor**

Information not provided

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**Publishing Options**

Pre-Bid Conference Type:

Category: **Equipment - Non-Technology**

Pre-Bid Conference Date:

Publish Date: **5/31/2022**

Close Date: **6/21/2022**

Open Responses Date: **6/22/2022**

Pre-Bid Conference Time:

Publish Time: **3:15 PM**

Close Time: **1:00 PM**

Open Responses Time: **10:00 AM**