REQUEST FOR PROPOSAL
PROJECT #V211-14-011

AUCTIONEER SERVICES
19 July 2013

College of William and Mary
George Mason University
James Madison University
Old Dominion University
Radford University
The University of Virginia
Virginia Commonwealth University
Virginia Military Institute
Virginia Tech
REQUEST FOR PROPOSALS
RFP #V211-14-011

Issue Date: 19 June 2013

Title: Auctioneering Services
SET-ASIDE FOR SWaM VENDORS ONLY

Due Date: 01 August 2013 at 2:00 PM EST

Commodity Code: 96209 Auctioneering Services (To include Internet Type)

Issuing Agency: Virginia Military Institute
Purchasing Office
314 Smith Hall
Lexington VA 24450-0304

Period Of Contract: From Date of Award Through One (1) Year with an option for Four (4) One Year Renewals.

Sealed Proposals Will Be Received Until 2:00 PM, Local Prevailing Time, Thursday, 1 August 2013 For Furnishing The Services Described Herein. LATE PROPOSALS WILL NOT BE ACCEPTED.

There will be no pre-proposal conference.

All Inquiries for Information Must Be Directed To Matthew Padfield, padfieldmr@vmil.edu or by fax: 540-464-7669. Use of the Understanding of Requirement Form, Attachment A, must be used for questions concerning specifications or statement of needs.

Proposals shall be hand delivered or mailed to VMI Purchasing Office, 314 Smith Hall, Lexington, VA 24450.

NOTE: THE SIGNEE PROPOSAL AND ALL ATTACHMENTS SHALL BE RETURNED

In Compliance With This Request For Proposals And To All The Conditions Imposed Herein, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name and Address of Firm:

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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 or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.
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eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.eva.virginia.gov streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or to the Commonwealth shall participate in the eVA Internet e-procurement solution.
I. PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for auctioneering services at Virginia Military Institute (VMI), an institution of higher education of the Commonwealth of Virginia.

II. BACKGROUND

VMI leases a warehouse space in Lexington, Virginia, to house all of the Institute's surplus property. A public auction will be conducted at this location during which a wide variety of items, such as office furniture, sporting equipment, computer equipment, vehicles, and various electronic products, will be offered for sale to the public.

Items to be provided by VMI and assumed to be available throughout the set up and auction process include electricity, adequate lighting, restroom facilities, use of floor jack and fork lift, pallets, boxes or containers, and access to the warehouse building for set up by auction company. Surplus items designated by VMI to be sold shall be moved from the general commingled warehouse toward the designated auction area prior to the official auction setup. VMI personnel will provide load out of items not removed on sale day.

III. SMALL, WOMAN-OWNED AND MINORITY (SWaM) PARTICIPATION

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses, and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities.

IV. STATEMENT OF NEEDS:

The independent contractor is expected to set up auction items for the sale in a manner that they feel will generate maximum income, assign item or lot numbers to each item or lot in the auction, provide a description list of each item/lot to be used for the auction bidders and clerking, provide Internet and email advertising to potential and established buyers, provide the necessary equipment and personnel to conduct the auction on sale day (Auctioneers, PA equipment, clerks, clerking materials (computer and paper), load out personnel and checkout security...) and provide load out assistance until a reasonable time on sale day. Collect auction proceeds and provide a detailed and itemized summary of auction results to VMI and make settlement in 2 weeks.

This contract will make provision to expand or contract the services provided by the auctioneering firm, if during the life of the contract, requirements change.

V. VASCUPP EXPANDED COOPERATIVE LANGUAGE:

CONTRACT PARTICIPATION: Under the authority of the Code of Virginia 2.2-4304. Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institutions or lead-issuing institution's affiliated corporations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) will be extended to the public bodies indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead issuing institution in writing of any such institutions accessing the contract. No modifications of this contract or execution of a separate contract is required to participate. The Contractor will provide semi-annual usage reports for all the entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing, and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating public body as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.
Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes as the nee may be.

VI. PROPOSAL PREPARATION AND SUBMISSION:

GENERAL REQUIREMENTS:

RFP Responses: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and three (3) copies of each proposal must be submitted to the issuing State agency. No other distribution of the proposal shall be made by the offeror.

A. General Requirements

1. Proposal Preparation:
   a. Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency.

   b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

   c. Each copy of the proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume.

   d. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number and subparagraph, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and the subparagraph should be repeated at the top of the next page. The proposal should contain a table of contents which cross references the RFP requirements. Information which the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at the appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

2. Oral Presentation: Offerors who submit a proposal in response to this Request for Proposal may be required to give an oral presentation of their proposal to the purchasing agency. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. The purchasing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may not be conducted. Therefore, proposals should be complete.

3. Informal Communications: From the date of receipt of this RFP by each Offeror until a binding contractual agreement exists with the selected contractor and all other Offerors have been notified, or when the Institute rejects all proposals, informal communications regarding this shall cease.

   a. There shall be no requests from the Offerors to any Office or Department of the Institute with the exception of the Purchasing Office for information, comments, etc. and they shall be written or faxed.

   b. There shall be no contact with any individuals participating on the Selection Committee.

4. Formal Communications: From the date of receipt of this RFP by each Offeror, until a binding contractual agreement exists with the selected Contractor(s), and all other Offerors have been notified, or when the Institute rejects all proposals, all communications between the Institute and the Offerors will be formal or as provided for in this RFP or as requested by the Purchasing Office. Formal communication shall include but not limited to:
a. Oral Presentations

b. Site Visits

5. Any failure to adhere to provisions set forth in #3 and #4 above may result in rejection of any offeror's proposal and/or cancellation of this request for proposal.

B. SPECIFIC REQUIREMENTS: Proposals should be as thorough and detailed as possible so that the Agency may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

1. The return of this complete RFP and all addenda acknowledgements, if any, signed and completed as required.

2. Complete Data Sheet (Attachment A) and any other specific items or dated requested in the RFP.

3. Letter of Interest: Provide a letter of transmittal that includes a short explanation of your firm's interest in, and qualifications for assisting VMI.
   
a. Operating structure and geographic locations, including those portions of the offeror's organizations which would provide direct support to the implementation and management of this program.

b. Experience in providing the services described herein. Specifically address higher education experience and expertise.

4. Qualifications Statements: Firms must submit a statement of qualifications addressing the following:

a. Corporate history, ownership and experience in providing the services described herein;

b. Salient facts relative to other similar accounts to include information relative to type, size, location, responsibilities and owner.

c. Provide current references with one or more institutions of higher education. Provide a complete list of all substantively comparable college and university assignments within the last five years, including the institution, time period of assignment and amount of revenue dollars achieved during the assignment.

d. Submission of any other information that demonstrates the qualifications of the firm.

5. Concept of Approach: Describe in detail, the specific plans for providing the services identified in Section II, the "Statement of Needs" and address who, what, when, where and how the offeror proposes to provide these services to include the following information.

a. Provide specific responses to each of the general and specific requirements describing your company's ability to provide those requirements and/or requests.

b. Provide a list of all available services.

c. Describe how revenue payments will be made.

6. Proposed Compensation:

a. Offerors must identify and furnish a detailed listing of all proposed fees associated with the provision of proposed services.
VII. EVALUATION AND AWARD CRITERIA:

Proposals shall be evaluated by the purchasing agency using the following criteria:

1. Organizational experience and capabilities; general background and qualifications of offeror.  
   25 Points

2. Approach to providing services as outlined under Section II  
   25 Points

3. Proposed Financial Arrangement  
   50 Points

   100 Points

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VIII. GENERAL TERMS AND CONDITIONS:

A. PURCHASING MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and Their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the purchasing office. In addition a copy may be accessed electronically at http://www.vascupp.org.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

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

2. The contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

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

F. DEBARMENT STATUS: By submitting their proposals, offerors certify that they are not currently debarred by the
Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

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

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:

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

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

J. PAYMENT:

1. To Prime Contractor:

   a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number, social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

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

   c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

   d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve 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. A contractor awarded a contract under this solicitation is hereby obligated:

      (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the
Commonwealth 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.

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

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

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

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

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the 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.

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. 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 determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings
realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. DEFAULT: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, 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.

Q. 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.

R. USE OF BRAND NAMES: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict offerors 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 of the quality specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The offeror 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 offeror clearly indicates in its proposal that the product offered is an equal product, such proposal will be considered to offer the brand name product referenced in the solicitation.

S. TRANSPORTATION AND PACKAGING: By submitting their proposals, all offerors 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.

T. INSURANCE: By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverage’s 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 offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage’s during the entire term of the contract and that all insurance coverage’s will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker’s 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 requirement under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - $100,000.

3. Commercial General Liability - $1,000,000 per occurrence. 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 must be named as an additional insured and so endorsed on the policy.

4. Automobile Liability - $100,000 per occurrence

U. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract over $50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on DGS/DPS eVa website (www.evavirginia.gov) for a minimum of 10 days.

V. 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.

W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. 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.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, web site portal www.evavirginia.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 procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the proposal being rejected.

a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

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

a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of...
$500 per order.

b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Businesses: 0.75%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at $1,500 per order.

d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
   (i) DMBE-certified Small Businesses: 1%, capped at $500 per order.
   (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at $1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

Z. SET-ASIDES: A solicitation is set-aside for DMBE-certified small business participation only when designated “SET-ASIDE FROM SMALL BUSINESSES” in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. DMBE-certified women and minority owned businesses are also considered small businesses when they received DMBE small business certification. Small businesses must be certified DMBE not later than the solicitation due date.
IX. SPECIAL TERMS AND CONDITIONS:

A. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.

B. **AWARD OF CONTRACT:** Award: Selection shall be made of one Offeror deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including price, if so stated in the Request for Proposals. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia). Should the Commonwealth determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

C. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (60) calendar days. At the end of the (60) days the offer may be withdrawn at the written request of the Offeror if the offer is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

D. **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. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days 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.

E. **DELIVERY:** State your earliest performance date: _______________ 20 ___.

F. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed bid/proposal should be returned in a separate envelope or package, sealed and identified as follows:

```
From: ____________________________________________
       Name of Bidder/Offeror
       _____________________________
       Street or Box Number
       _____________________________
       City, State, Zip Code
       _____________________________

1 August 2013 2:00 PM (EDT)
Due Date

V211-13-037
IFB No./RFP No.

AUCTIONEER SERVICES
IFB/RFP Title

Mr. Matthew Padfield
Name of Contract/Purchase Officer
```

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid/proposal not contained in the special envelope is mailed, the Bidder or Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid or 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 Bids/Proposals should be placed in the envelope.
G. **MINORITY/WOMEN OWNED BUSINESS SUBCONTRACTING AND REPORTING:** Where is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to minority and/or women-owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

H. **PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

I. **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.

J. **OWNERSHIP OF MATERIAL:** Ownership of all data, materials and documentation originated and prepared for the Commonwealth pursuant to the RFP shall belong exclusively to the Commonwealth and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offeror must invoke the protection 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.

K. **CONTRACT RENEWAL:** The contract may be renewed by the Commonwealth for four (4) one year periods under the terms and conditions of the original contract. Written notice of the Commonwealth's intention to renew shall be given ninety (90) days prior to the expiration date of each contract period.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
ATTACHMENT A

UNDERSTANDING OF REQUIREMENTS

OFFEROR: ________________________________________________________________

RFQ#: RFO #V211-14-011

Date: __________________________

The following question concerns specifications, Section (number) ____________________________

Paragraph ____________________________, page ____________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

______________________________________________________________

All responses to questions may be made by Addendum.

Questions Submitted by: ____________________________________________________________

NAME

______________________________________________________________

ORGANIZATION

______________________________________________________________

PHONE

______________________________________________________________

EMAIL

This may be FAXED to: (540) 464-7669 or E-Mail to: padfieldmr@vmi.edu. Mr. Matthew Padfield.
ATTACHMENT B

CONFLICT OF INTEREST STATEMENT

Ensure that the solicitation is thoroughly read and completed. Complete, sign and return the information requested below with your response. FAILURE TO FURNISH THIS DATA MAY RESULT IN REJECTING YOUR RESPONSE.

NAME: ____________________________

ADDRESS: ____________________________

CITY/STATE: ____________________________

TELEPHONE NUMBER: ____________________________

FEDERAL ID NUMBER (FIN): ____________________________

THE ABOVE FIRM IS A: (CHECK, AS APPLICABLE)

( ) SMALL BUSINESS  ( ) INDIVIDUAL BUSINESS
( ) WOMAN-OWNED BUSINESS  ( ) SOLE PROPRIETORSHIP
( ) MINORITY-OWNED BUSINESS  ( ) PARTNERSHIP
( ) SHELTERED WORKSHOP  ( ) CORPORATION

RELATIONSHIP WITH THE COMMONWEALTH OF VIRGINIA:

IS ANY MEMBER OF THE FIRM AN EMPLOYEE OF THE COMMONWEALTH OF VIRGINIA WHO HAS A PERSONAL INTEREST IN THIS CONTRACT PURSUANT TO THE CODE OF VIRGINIA, SECTION 2.1-639.1-639.24? ( ) YES  ( ) NO

IF YES, EXPLAIN:

__________________________________________________________

SIGNATURE OF OFFEROR

__________________________________________________________

DATE

Please tell us how you received this solicitation:

( ) It was mailed to you directly.

( ) You requested a copy through the Virginia Business Opportunities.

( ) You obtained a copy from the Virginia Department of Minority Business Enterprise.

( ) Other (please specify) ____________________________
QUALIFICATIONS OF OFFEROR: Offerors must have the capability and capacity in all respects to fully satisfy the contractual requirement.

Indicate the length of time you have been in business providing this type of service. ________________ Years ________________ Months

Provide a list of current references, either college, Educational Institutions, and/or other companies that your firm is servicing. Include the length of service, dollar volume, year contract was entered into, and the name and address of the person the State has your permission to contact. Such listing shall be comprehensive of your firm's customer base and can be formatted as follows:

**CURRENT ACCOUNTS:**

<table>
<thead>
<tr>
<th>Account Name, Address &amp; Phone #</th>
<th>Length of Service</th>
<th>$ Volume/Year</th>
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</table>

**LOST ACCOUNTS:**

<table>
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<tr>
<th>Account Name, Address &amp; Phone #</th>
<th>Length of Service</th>
<th>$ Volume/Year</th>
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REFERENCES

Please list at least four references for whom you have performed each applicable category of service specified herein and within the past five years.

CLIENT:
ADDRESS:
CONTACT PERSON/PHONE:
APPROXIMATE DOLLAR VOLUME PER YEAR:
PROJECTS/DATES/DESCRIPTION:

CLIENT:
ADDRESS:
CONTACT PERSON/PHONE:
APPROXIMATE DOLLAR VOLUME PER YEAR:
PROJECTS/DATES/DESCRIPTION:

CLIENT:
ADDRESS:
CONTACT PERSON/PHONE:
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PROJECTS/DATES/DESCRIPTION:

CLIENT:
ADDRESS:
CONTACT PERSON/PHONE:
APPROXIMATE DOLLAR VOLUME PER YEAR:
PROJECTS/DATES/DESCRIPTION:
Smith Reaser, Auctioneer  
Pricing for Auctioneer Services

<table>
<thead>
<tr>
<th>Employee</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auctioneer</td>
<td>$30.00</td>
</tr>
<tr>
<td>Clerk</td>
<td>$20.00</td>
</tr>
<tr>
<td>Laborer</td>
<td>$15.00</td>
</tr>
<tr>
<td>Security Personnel</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mileage</th>
<th>$0.55 per mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem</td>
<td>$50 per day</td>
</tr>
</tbody>
</table>

Set up items for auction
- 4 people 30 hours each $15/hr = $1800
- Travel 2 vehicle $275
- per diem 4 people $50/day 2 day $400
- Lodging 2 rooms ($100/ea) 1 n $200
  $2,675

Number items and make description list
- 2 people 12 hours $15/hr $360
- Travel 1 vehicle $138
- Per diem 2 people $50/day $100
  $598

Auction Advertising and emails
- 2 people 6 hrs each @ $15/hr $180

Auction Preview Day
- 4 people 10 hours @ $15/hr $600
- Travel 2 vehicles $275
- per diem $50/day 4 people $200
  $1075

Auction Day
- Auctioneers 2 @ $30/hr 12 hr $720
- Clerks 3 @ $20/hr @ 12 hr $720
- Laborer 4 people @ $15/hr x 12 hr $720
- Security 2 people @ $15/hr x 12 hr $360
- Lodging 7 rooms @ $100/room $700
- per diem 12 people @ $50/day $600
- Travel 4 vehicles $550
  $4,370

Post Sale Report
- 1 person 6 hours @ $15/hr $90
  $8,988.00

approx 2.5% Contingency estimate $212.00
  $9,200.00
### Smith Reaser, Auctioneer

**Pricing for Auctioneer Services**

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<td>$15.00</td>
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<tr>
<td>Security Personnel</td>
<td>$15.00</td>
</tr>
</tbody>
</table>

- Mileage: $0.55 per mile
- Per Diem: $50 per day
Smith Reasor, Auctioneer
Smith Reasor
547 Kinder Valley Road
Rural Retreat, VA 24368

RE: Notice of Award
Auctioneer Services
V211-14-011

Dear Mr. Reasor:

Enclosed you will find a three (3) copies of the CONTRACT for V211-14-011. Please review, sign, and return all copies to me; one (1) signed copy will be returned to you.

If you have any questions, please contact me at (540) 464-7223 or padfieldmr@vmi.edu.

Thank you,

Matthew R. Padfield
Procurement Officer
NOTICE OF AWARD

Contract No. V211-14-011

Date: 27 August 2013

Name: Smith Reasor, Auctioneer
      Smith Reasor
Address: 547 Kinder Valley Road
         Rural Retreat, VA 24368
Furnish: Auctioneer Services
In Response To: V211-14-011
During the Period: 1 September 2013 – 31 August 2014

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 or offer and this notice of acceptance constitute the contract.

Smith Reasor, Auctioneer
Name: Smith Reasor
Title: Auctioneer
Date: August 28, 2013

Virginia Military Institute
Name: Matthew R. Reedfield
Title: Procurement
Date: 9/3/13

Title: Officer
Virginia Military Institute
Lexington, Virginia 24450-0304

NOTICE OF AWARD

Contract No. V211-14-011

Date: 15 September 2014

Name: Smith Reasor
Address: 547 Kinder Valley Road

Furnish: Auctioneer Services
In Response To: V211-14-011
During the Period: 01 July 2014 – 30 June 2015

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 or offer and this notice of acceptance constitute the contract.

Virginia Military Institute

Name: Brandon Brown
Title: Procurement Officer
Date: 9/5/14