



Norfolk Public Schools

NATIONALLY RECOGNIZED. GLOBALLY COMPETITIVE.

Procurement Manual

April 15, 2022

NOTE: LATEST VERSION ALWAYS POSTED ON THE DISTRICT SHARED DRIVE, AS WELL AS ON THE NPS WEBSITE, UNDER PURCHASES & SUPPLY DEPARTMENT

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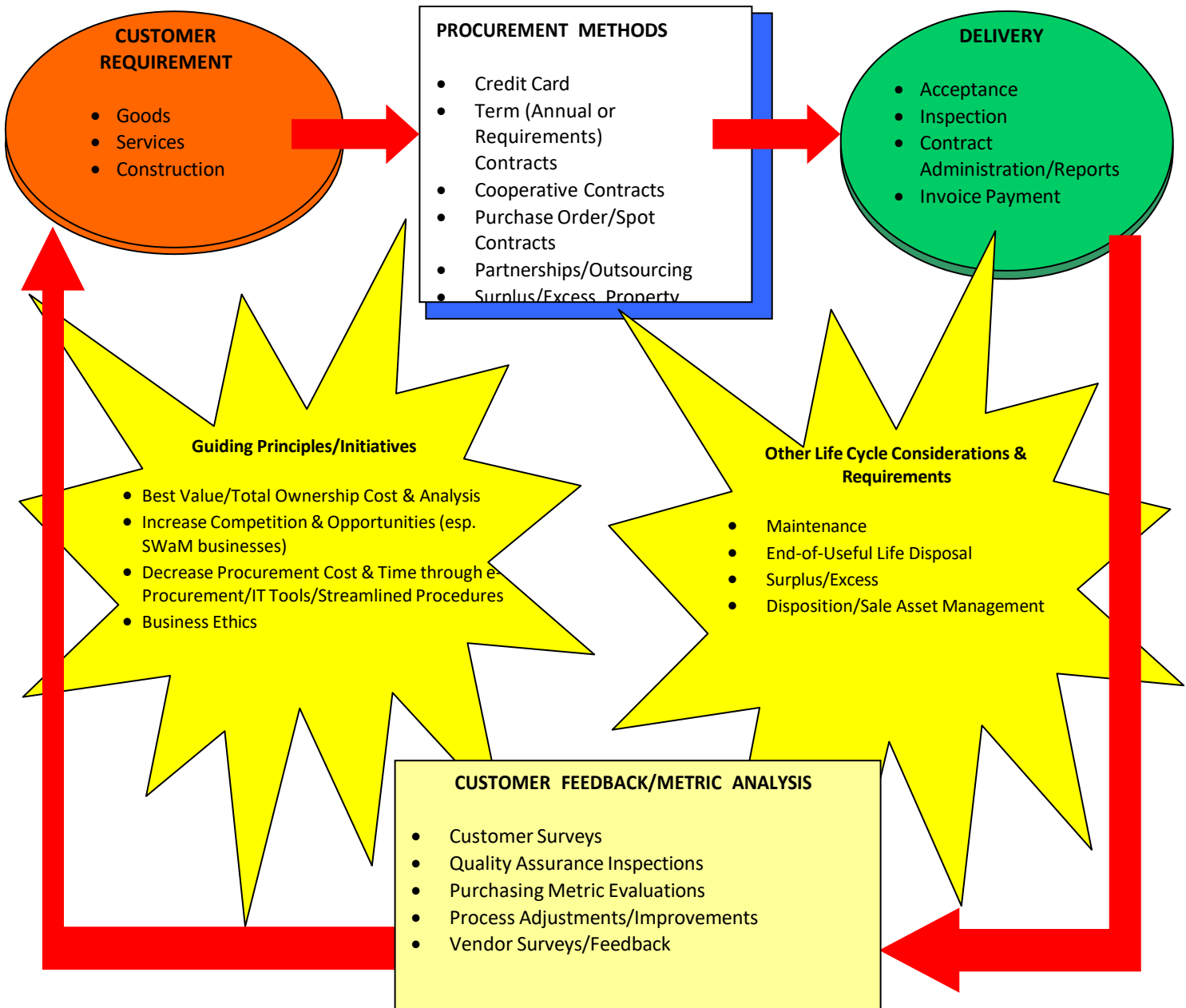
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Description of the Procurement Process

All supplies, materials, equipment, and contractual services required by the school division, regardless of source of funds, are purchased or contracted subject to federal and state codes, school board policies, and Norfolk Public Schools (NPS) procurement manual and procedures. It is the policy of NPS to encourage full and open competition, centralize purchasing when economies can be realized, and seek the maximum educational value for every dollar expended – thereby supporting NPS’s ultimate goal of “Improving the Quality of Teaching and Learning for ALL...ALL means ALL”.

Procurement Process Flow Chart

Virginia Public Procurement Act (VPPA) – SCHOOL BOARD POLICIES & REGULATIONS – Norfolk Public Schools Procurement Manual



Purchasing Thresholds at a Quick Glance

The charts below provide the determined purchasing thresholds for Norfolk Public Schools. For detailed descriptions, please view the Procurement Manual on the Purchases and Supply website: <http://departments.nps.k12.va.us/purchasing/manuals/>

Small Purchases – Goods and Services		
\$0.00 - \$2,500	Delegated Authority (Principal / Department Head)	P-Card Preferred
\$2,501 - \$10,000	Single Quote	Additional competition may be obtained for fair and reasonable consideration, but not necessary
Informal Solicitations		
\$10,000 - \$100,000	Minimum of 4 Written Quotes	Or use RFQ (Request for Quote) or Quick Quote (QQ) on eVA for 3-10 days
\$100,001 - \$200,000	Must post RFQ (Request for Quote) on eVA for up to 10 days	
Formal Solicitations (IFB/RFP)		
\$200,001 – Plus	IFB (Invitation for Bid) – Minimum of 10 days posted on eVA. Clear requirements End User knows exactly what is needed	Or RFP (Request for Proposal) – Minimum of 21 days posted on eVA Unclear requirements or looking for alternatives or options from vendors
Professional Services		
\$80,000 – Plus	RFP (Request for Proposal) – Minimum of 21 days posted on eVA	Public Notice for all formal RFP (Request for Proposal) via eVA and newspaper
Important Reminders		
Apple Products: (iPad, Computers and Laptops) – Must only be purchased through a requisition. Contact your IT site engineer to obtain an Apple quote		
Walmart.com is Unauthorized Vendor for NPS and prohibited for use		
Food Authorization forms MUST be completed PRIOR to the charge		

Specific Delegated Purchasing Authority

The Superintendent or Senior Director of Purchases and Supply may delegate purchasing authority for small purchases, as defined below, to designate subordinate purchasing agents. In addition to subordinate purchasing agents in the purchases and supply department, the following individuals have increased purchasing authority for designated items as indicated in the table below:

Item	Person/Position with Delegated Purchasing Authority	Purchasing Authority Limit
Conference Facilities (to include cost of facilities, catered meals, audiovisual equipment, etc.)	Division Chiefs	\$15,000
Food	Senior Director, Child Nutrition Services	\$5,000
School Pictures, Yearbooks, Caps & Gowns, Class Rings, Graduation Announcements	Principals	\$50,000

Exceptions to Competitive Requirements

Norfolk Public Schools has determined that competition normally is either not practicable or available for purchases of the following goods or services; however, one quote must be obtained and documented, and a purchase order, contract, or purchase card must be used unless otherwise authorized by the senior director purchases and supply department:

- a. Purchases under **\$10,000**
- b. Surplus property from other government bodies

- c. Conference facilities (to include conference support and related lodging and meals), only when an outside donor, sponsor, or organization directs the use of a specific facility. Alternatively, if catered meals, audio visual equipment, etc. and the value does NOT exceed **\$10,000**.
- If conference facilities package is over **\$10,000** but less than **\$100,000**, must contact a least four (4) facilities of sufficient size to handle the conference for quote, in order to seek competition.
- d. Goods or services produced by:
- Persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired (Virginia Code § 2.2-4344, paragraph 1.a.); or
 - Nonprofit sheltered workshops or other nonprofit organizations that offer transitional or supported employment services serving the handicapped (Virginia Code § 2.2-4344, paragraph 1.b.). The Virginia Department of Rehabilitative Services (DRS) maintains a list of Employment Service Organizations and the wide range of services and goods they offer at: www.vadrs.org/essp/esolist.asp
 - Hampton Roads Educational Telecommunications Association (HRETA)
- e. Insurance or electric utility services, if purchased through an association that meets the requirements of Virginia Code § 2.2-4345, paragraph 13
- f. Emergency purchases (see Emergency Purchases section below)
- g. Legal services in accordance with Virginia Code § 2.2-4344, paragraph 2
- h. Leases of buildings or real property
- i. Selected categories of goods and services less than **\$100,000**:
- Academic testing services and accreditation fees
 - Academic/research consulting
 - Advertisements such as in newspapers, magazines, journals, radio, television, etc.
 - Artists (does not include graphic artists); original works of art; and original, or authentic antique period art frames (does not include newly created replacement or reproduction frames)
 - Books, pre-printed materials, reprints, subscriptions (print or electronic), pre-recorded audio & videocassettes, compact discs, slide presentations, etc. when only available from the publisher/producer
 - Educational Partnership Agreements as defined in school board Policy DZA
 - Exhibition Rental Fees for exhibitions of original works of art (The rental fee may include charges other than the rental of the exhibition, such as transportation costs)
 - Honoraria, entertainment (speakers, lecturers, musicians, performing artists)
 - Photographers other than for graduation and yearbooks
 - Professional Organizational Membership dues
 - Services or goods from other government bodies, where the price is considered fair and reasonable
 - Used equipment, including used equipment purchased at public auction, if determined in writing that the purchase would be in the best interest of NPS
 - Royalties and film rentals when only available from the producer or protected distributors
 - Software License Renewals, and Continuing Proprietary Software Support and Maintenance Agreements, if the original procurement considered life-cycle costs (total cost of ownership)
 - Training that is specialized, proprietary, not typically available to the general public for which competition is generally unavailable, off-site, and requires a registration fee
 - Utility charges (unless deregulated competition is available)
 - Writers

Ratifications

Unauthorized Commitment and Procurement Ratification Procedures Form will be required for any procurement, which does not follow school board procurement policies and procedures. (e.g., without a contract or purchase order). Unauthorized purchases VIOLATE Virginia Law and School Board Policies and Regulations.

You could be personally liable for the commitment.

Purchasing Policies & Regulations

Policy DJA Purchasing Authority

The superintendent is authorized to purchase or contract for all supplies, materials, equipment, and contractual services required by the school division subject to federal and state codes and school board policies. With the school board's formal approval, the superintendent may designate a qualified employee to serve as the purchasing agent for the board. In this capacity, the agent for the board may also purchase or contract for all supplies, materials, equipment, and contractual services required by the school division subject to federal and state codes and school board policies. The superintendent may delegate authority to make small purchases or order materials and services against existing contracts to specific individuals. Only individuals specifically authorized under this section may make purchases for the school district. All personnel in the division who desire to purchase equipment and supplies shall follow the established Norfolk Public Schools procurement procedures for the issuance of a requisition or purchase order.

Internal Controls

The superintendent, or his/her designee, shall establish appropriate procedures for internal accounting controls.

Purchasing and Contracting

It is the policy of the Norfolk Public Schools to encourage full and open competition whenever practicable among potential contractors and suppliers by competitive bidding practices; to centralize purchasing and contracting to realize the economies resulting there from; and to seek maximum educational value for every dollar expended.

End of Policy DJA Purchasing Authority

Policy DJZ Small Purchasing

Competitive sealed bids or competitive negotiations are not required for single or term contracts for goods or services other than professional services and non-transportation related construction if the aggregate or the sum of all phases is not expected to exceed \$200,000; however, such small purchase procedures shall provide for competition wherever practicable. Such small purchase procedures may allow for single or term contracts for professional services without requiring competitive negotiation, provided the aggregate or the sum of all phases is not expected to exceed \$80,000. Where small purchase procedures are adopted for construction, the procedures shall not waive compliance with the Uniform State Building Code.

I. PROFESSIONAL SERVICES

Competitive negotiation for single or term contracts for professional services are not required if the aggregate or the sum of all phases is not expected to exceed the limits established by the Code of Virginia, 1950, as amended.

II. EMERGENCY CONTRACTS

In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation, if the superintendent or his designee deems it necessary and in the public interest to do so. Such contracts shall be made with such competition as is practicable under the circumstances. The superintendent or his designee shall make a written determination of the basis for the emergency and for the selection of the particular contractor, and that shall be included in the contract file. The Superintendent or his designee shall make a full report concerning the emergency contract at the next scheduled School Board meeting.

III. REGULATIONS

The superintendent is hereby authorized to promulgate written regulations consistent with this policy and the Code of Virginia, which shall provide for competition wherever practicable.

End of Policy DJZ Small Purchasing

Regulation DJAZ-R Purchasing Authority

A. Specific Purchasing Authority

1. This regulation provides specific purchasing authority in support of Policy DJA, Purchasing Authority. The policy states, “the superintendent is authorized to purchase or contract for all supplies, materials, equipment, and contractual services required by the school division subject to federal and state codes and school board policies.” The superintendent has designated the senior director of purchases and supply to serve as the purchasing agent for the Board and the school division subject to federal and state codes and school board policies. The superintendent has further delegated authority to make small purchases and to order materials and services against existing contracts as specified below. Only individuals specifically authorized under this section may make purchases for the school district. All personnel in the division who desire to requisition or purchase equipment and supplies shall follow the established procurement procedures established in the Norfolk Public Schools (NPS) Procurement Manual. Departments, schools, or individuals that violate their purchasing authority must have unauthorized purchases properly ratified (Procurement Ratification Procedures are provided in the NPS Procurement Manual Appendix) and their purchasing authority may be restricted until satisfactory controls are in place

2. School principals, senior directors, and directors, and those designated persons with Budget authority to approve requisitions, will be authorized to make purchases **up to \$2,500 per transaction** in accordance with procedures set forth in the NPS Procurement Manual, with the following exceptions which will be centrally procured and/or approved:
 - Technology, Computer Equipment or Software not meeting PC bundle (and associated software) standards established by the Senior Director of Information Technology
 - Consultants exceeding rates established by School Board Regulation CNZ-R
 - Insurance
 - Office Copy Machines
 - Telecommunication Equipment
 - Textbooks (ref: Virginia Code adoption procedures)
 - Transportation of Students (ref: School Board Regulation DJCZZ)
 - Credit Cards

3. **All purchases over \$2,500** must be made by an authorized purchasing agent, a Corporate Cardholder (limited merchant codes for travel only, with a \$10,000 per purchase/\$10,000 per month threshold), or by an authorized ordering officer.

4. **Purchasing Cardholder’s** have the following purchasing authority:
 - Purchasing Charge Card – up to \$2,500 per transaction/\$30,000 per month, except the NPS superintendent and department of purchases and supply buyers’ purchasing authority is \$10,000 per transaction/\$30,000 per month.
 - Corporate (Travel) Charge Card – up to \$10,000 per transaction/\$10,000 per month

The senior director, purchases and supply, may authorize temporary or permanent exceptions for increasing the single and monthly transaction limits. These exceptions will be considered on a case-by-case basis and must also be approved by the cardholder’s supervisor (budget authority). Individual transactions must still meet the requirements of competition discussed below.

5. Specific Delegated Purchasing Authority.

The superintendent or senior director of purchases and supply may delegate purchasing authority for small purchases, as defined below, to designate subordinate purchasing agents. In addition to subordinate purchasing agents in the purchases and supply department, the following individuals have increased purchasing authority for designated items as indicated in the table below:

Item	Person/Position with Delegated Purchasing Authority	Purchasing Authority Limit
Conference Facilities (to include cost of facilities, catered meals, audiovisual equipment, etc.).	Deputy Superintendents	\$15,000
Food	Senior Director, Child Nutrition Services	\$5,000
School Pictures, Yearbooks, Caps & Gowns, Class Rings, Graduation Announcements	Principals	\$50,000

6. **Specific Delegated Ordering Authority under Term Contracts and Price Agreements**

The senior director of purchases and supply may designate authorized ordering officers. These authorized ordering officers can place orders directly under term contracts and authorized (pre-negotiated/competed) basic price/ordering agreements. Controls for delegated authority for orders must include processes for immediately recognizing a pre-encumbrance or encumbrance of funds, or an approved billing procedure that immediately identifies and allows orders only from the authorized purchaser with budgetary authority for a given budget organization codes. Ordering arrangements not established in NPS's financial system will be set up by purchases and supply department via vendor on-line (preferred), fax, or telephone ordering mechanisms. This delegated authority for placing orders will **not exceed \$30,000**, unless approved by the senior director of the purchases and supply department.

7. **Modification of Contracts.** Generally, NPS contracts can only be modified with approval of the senior director of purchases and supply department or as designated in the contract.

a. **Cumulative Modifications up to \$50,000** -Cumulative contract modifications up to \$50,000 shall not exceed 25% of the original contract price without advance written approval of the agency head or his/her designee.

For example:

Original contract = \$25,000

Cumulative modification limit = \$6,250 (25% of \$25,000 over the term of the contract).

b. **Cumulative Modifications Over \$50,000** - NPS contracts may include provisions for modification during performance, but **no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$50,000, whichever is greater, without the advance written approval of the school board** (Ref: *Virginia Code §2.2-4309A*).

For example:

Original contract = \$300,000

Cumulative modification limit = \$75,000 (25% of \$300,000 or \$50,000 whichever is greater).

If the contract was modified by \$40,000 during the original term, additional cumulative modifications cannot exceed \$35,000 over the initial life of the contract, including all renewals, without the approval of the senior director of purchases and supply or as designated in the contract.

B. Budget Authority for Purchasing

8. **Requisition and Purchasing Card Approval.** A person with budgetary authority must approve requisitions, purchasing card procurements, orders under pricing agreements/contracts, and any other procurement method. That person is responsible for ensuring accounting line(s) entered on the requisition or purchase/corporate card transaction are correct and sufficient funds are available in their budget for the requisition or purchase. Departments, schools, or individuals that exceed their budgetary authority may have their purchasing authority restricted until satisfactory controls are in place.

9. **Budgetary Implications.** Departmental and school requirements are recorded as a pre-encumbrance, encumbrance, or expense when transactions are entered into the NPS financial system as purchase requests, purchase orders, warehouse issues, price agreement/contract orders, and purchase/corporate card or other approved transactions. The NPS financial system officially charges the departmental and school appropriations, and these transactions are included on departments/schools' financial status reports. Therefore, when financial reports are reconciled, available departmental/school balances must be reduced for any requisitions or purchases not entered immediately and directly into the NPS financial system, such as items procured with the purchasing/corporate card or with non-operating funds requiring reimbursement (e.g., School Activity Funds).

10. **Modification of Contracts.** Generally, NPS contracts can only be modified with approval of the senior director of purchases and supply department or as designated in the contract.

C. Competition

Norfolk Public Schools policy encourages full and open competition whenever practicable and to seek maximum educational value for every dollar expended. To that end, the following competition requirements are delineated:

11. Competitive sealed bidding or negotiations are required for the purchase of goods or non-professional services if the total cost is expected to exceed \$200,000 (or \$80,000 for professional services). For these requirements, public notice is required for no less than ten (10) days prior to the date set for bids/proposals. Public notice will be accomplished by posting these solicitations on procurement websites used by NPS (e.g., eVA) and in the newspaper for all construction Invitations for Bid (IFBs). For requirements up to \$200,000 (or \$80,000 for professional services), formal purchasing requirements need not be observed, but competition is still required as specified in the Small Purchases section below.

- a. Yearbooks, Class Rings, Caps/Gowns, Photographs – competitive negotiation, versus competitive sealed bidding, using nonpublic money is permitted in accordance with Virginia Code §2.2-4346
12. Exceptions to Competitive Requirements. Norfolk Public Schools has determined that competition normally is either not practicable or available for purchases of the following goods or services; however, one quote must be obtained and documented, and a purchase order, contract, or purchase card must be used unless otherwise authorized by the senior director purchases and supply department:
- a. Purchases under \$10,000
 - b. Surplus property from other government bodies
 - c. Conference facilities (to include conference support and related lodging and meals), only when an outside donor, sponsor, or organization directs the use of a specific facility. Alternatively, if catered meals, audio visual equipment, etc. and the value does NOT exceed \$10,000.
 - If conference facilities package is over \$10,000 but less than \$100,000, must contact a least four (4) facilities of sufficient size to handle the conference for quote, in order to seek competition.
 - d. Goods or services produced by:
 - Persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired (Virginia Code § 2.2-4344, paragraph 1.a.); or
 - Nonprofit sheltered workshops or other nonprofit organizations that offer transitional or supported employment services serving the handicapped (Virginia Code § 2.2-4344, paragraph 1.b.). The Virginia Department of Rehabilitative Services (DRS) maintains a list of Employment Service Organizations and the wide range of services and goods they offer at: www.vadrs.org/essp/esolist.asp
 - Hampton Roads Educational Telecommunications Association (HRETA)
 - e. Insurance or electric utility services, if purchased through an association that meets the requirements of Virginia Code § 2.2-4345, paragraph 13
 - f. Emergency purchases (see Emergency Purchases section below)
 - g. Legal services in accordance with Virginia Code § 2.2-4344, paragraph 2
 - h. Leases of buildings or real property
 - i. Selected categories of goods and services less than \$100,000:
 - Academic testing services and accreditation fees
 - Academic/research consulting
 - Advertisements such as in newspapers, magazines, journals, radio, television, etc.
 - Artists (does not include graphic artists); original works of art; and original, or authentic antique period art frames (does not include newly created replacement or reproduction frames)
 - Books, pre-printed materials, reprints, subscriptions (print or electronic), pre-recorded audio & videocassettes, compact discs, slide presentations, etc. when only available from the publisher/producer
 - Educational Partnership Agreements as defined in school board Policy DZA
 - Exhibition Rental Fees for exhibitions of original works of art (The rental fee may include charges other than the rental of the exhibition, such as transportation costs)
 - Honoraria, entertainment (speakers, lecturers, musicians, performing artists)
 - Photographers other than for graduation and yearbooks
 - Professional Organizational Membership dues
 - Services or goods from other government bodies, where the price is considered fair and reasonable
 - Used equipment, including used equipment purchased at public auction, if determined in writing that the purchase would be in the best interest of NPS
 - Royalties and film rentals when only available from the producer or protected distributors
 - Software License Renewals, and Continuing Proprietary Software Support and Maintenance Agreements, if the original procurement considered life-cycle costs (total cost of ownership)
 - Training that is specialized, proprietary, not typically available to the general public for which competition is generally unavailable, off-site, and requires a registration fee
 - Utility charges (unless deregulated competition is available)
 - Writers
13. Multi-Award Competitive Contracts. Any order, exceeding \$30,000 that can be placed against one of several multi-award contractors, or more than one competitively awarded cooperative contract, must be competed to the maximum extent

practicable. Use of best value criteria is authorized. Orders greater than \$30,000 must be approved by the senior director purchases and supply department.

14. Sole Source Procurements. Upon determination in writing that there is only one source practicably available for a goods or services requirement, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation (ref: Virginia Code §2.2-4303E). Sole source justification based on a single vendor's capability to deliver in the least amount of time is not appropriate since availability alone is not a valid basis for determining a sole-source procurement. For sole-source purchases \$10,000 or greater, requestors must submit a written explanation, along with the requisition, clearly supporting a sole source determination. In addition, for sole-source purchases greater than \$200,000 (\$80,000 for professional services), Virginia Code §2.2-4303E requires a written notice be publicly posted, stating only one source was determined to be practicably available, what was being procured, the contractor selected, and the date the contract was or will be awarded. The sole source public-notice will be posted on eVA on the day NPS awards or announces its decision to award the contract, whichever comes first. Department heads/school principals must initiate and submit a Sole-Source Procurement Approval Request/Determination in accordance with the NPS Procurement Manual. This written determination and public posting notice shall be included in the contract file. *See Appendix Sole-Source Form*

D. Small, Women and Minority-Owned (SWaM) Businesses

NPS solicitations and contract awards shall not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran or any other basis prohibited by state law and School Board policy relating to discrimination in employment. NPS is committed to ensuring fair consideration of all suppliers in its day-to-day procurement of services, supplies, and construction. Providing the opportunity for a wide range of suppliers provides a competitive edge in producing high-quality, low-cost innovative products and services. All NPS employees with purchasing responsibility or who are involved in procurement decisions for goods and services are expected to seek out and use qualified, small, women-owned and minority vendors in a manner that is consistent with procurement laws, School Board policy/regulations, and the NPS Procurement Manual. As always, business will be conducted in the highest professional manner. For the purchases and supply department, all NPS solicitations shall include businesses registered with eVA and the Department of Small Business and Supplier Diversity (SBSD) (see <http://www.sbsd.virginia.gov/>) [Ref: Virginia Code §2.2-4310]. NPS will further facilitate participation by SWaM businesses by:

- Designating an NPS Supplier Diversity Champion to coordinate its supplier diversity efforts. The Supplier Diversity Champion will assist the Superintendent and School Board by communicating and watching for supplier diversity opportunities and capturing and monitoring expenditures and utilization results, including subcontracts
- Participating in regional vendor fairs and seminars that advertise opportunities for SWaM businesses
- Including in every contract **over \$10,000** a provision that prohibits employment discrimination by the contractor, as specified by *Virginia Code §2.2-4311*
- Encouraging prime contractors to offer subcontracting opportunities to SWaM businesses, when practicable, by including a technical evaluation factor on SWaM utilization in proposal evaluations and requiring subcontracting reports documenting SWaM business utilization during the performance of the contract
- Utilizing vendor lists that indicate which businesses are SWaM, and using such vendor lists for developing broadcasts in all competitive solicitations. For competitive procurements not using a public broadcast mechanism (e.g., eVA and newspapers), the buyer will include SWaM businesses in the direct solicitation of bids, proposals, or quotes. A listing of SWaM vendors, which can be searched by commodity, is provided by SBSB at: <http://www.sbsd.virginia.gov/>
- Maintaining NPS as an active corporate member to the Virginia Minority Supplier Development Council (VMSDC)
- On large procurements, providing more favorable payment terms (e.g., net 5 vs. net 30) to financially responsible SWaM businesses when cash flow concerns may otherwise discourage their participation, and other alternatives are not available (e.g., federal/state finance programs for SWaM businesses). These instances will be coordinated and approved by the Chief Financial Officer to ensure Norfolk Public Schools' financial condition is not adversely affected.
- Providing a procedure with tie bids/quotes where SWaM vendor status shall be a determining factor for award
- Publicly posting solicitations, contract awards, and current contract information (to include expiration dates) so SWaM businesses have visibility on NPS contracting and subcontracting opportunities.

E. Small Purchases

Small purchases are defined by NPS in School Board Policy DJZ, Small Purchasing, as purchases of goods and services that the aggregate or the sum of all phases is estimated to be **\$200,000 and less (\$80,000 and less for professional services or \$25,000**

and less for transportation-related construction). Purchases estimated at less than this threshold may be made in accordance with the delegated purchasing authority described above and the small purchase procedures as follows:

1. Purchases estimated to be **less than \$10,000** may be made based on a single quote. Additional competition should be sought, however, when practicable and when the quotation is not considered fair and reasonable. Note: If a supplier's offered price is the price paid by other customers in the normal conduct of business for the same goods or services, it is generally based on competitive market forces. Where practicable and to avoid any appearance of impropriety or conflict of interest, purchases shall be distributed among other qualified suppliers, to include SWaM businesses in accordance with the SWaM policy above. Also, when required or practicable, quotations **less than \$10,000** may be solicited verbally, but the name of the vendor submitting, and the quotation, the date and amount and the terms of the quotation shall be recorded in writing.
2. Purchases, estimated to be **\$10,000 to \$200,000**, require soliciting a minimum of 4 valid sources. Use of eVA is required, unless authorized by the senior director, purchases and supply department. The solicitation shall include SWaM businesses in accordance with the SWaM policy above.
3. Small purchases, which do not require competition, are listed above in the paragraph titled "*Exceptions to Competitive Requirements.*"

F. Emergency Purchases

Definition: An emergency is an occurrence of a serious and urgent nature that demands immediate action, for which failure to act immediately will cause appreciable damage to physical facilities or the education mission of the school system, or pose an undue safety risk to employees, students, or the community at large. Emergency procedures may be used to purchase only that which is necessary to cover the requirements of the emergency. Subsequent requirements shall be obtained using normal purchasing procedures. The potential loss of funds at the end of a fiscal year is not considered an emergency.

Emergency Purchase Procedures: In emergency situations, where an emergency procurement requires exceeding delegated purchasing authority, departments/schools shall contact the department of purchases and supply as soon as practicable. In some cases, where emergency action is required before purchases and supply department (and the budget office when there are insufficient funds) can be practicably notified, the notification and written determination will be submitted after the emergency is resolved or when contact can be made. In most cases, purchases and supply department should be involved immediately in the emergency procurement process, since they can help identify emergency response vendors, negotiate an emergency contract/agreement, increase limits on credit cards, and post public notices regarding the emergency procurement. Under emergency situations, goods or services may be procured without competitive sealed bidding or competitive negotiations or other required informal bidding (negotiating) procedures; however, such procurement shall be made with such competition as is practicable under the circumstances. For emergency procurements **greater than \$200,000 (\$80,000 for professional services)**, School Board Policy DJZ requires a written determination of the basis for the emergency and for the selection of the particular contractor. Division/Department heads/school principals must submit a signed written determination for a given emergency procurement and forward a full report to the superintendent, with a copy to the senior director, purchases and supply department. The full report will include the following information:

- a. Date of Emergency Procurement
- b. Item or Service Procured (Attach Purchase Orders, Invoices, Delivery or Packing Slips)
- c. Date(s) of Delivery or Service
- d. Dollar Value of Procurement
- e. Contractor/Vendor Selected and Basis for Selection
- f. Nature of Emergency that Precludes Competitive Bidding/Negotiation
- g. Recommendations, if any, that could meet these requirements in the future (e.g., establish a competitive indefinite or contingency delivery/quantity term contract)
- h. Requestor Name/Signature
- i. Approver Name/Signature
- j. Division Head Name/Signature

The emergency procurement award notice will be posted on eVA. The full report and notice must be included in the contract file. For emergency procurements less than \$200,000 (\$80,000 for professional services) and above the single quote threshold (\$10,000), written determinations will be forwarded to the senior director, department of purchases and supply for approval and inclusion in the contract file.

G. Award and Evaluation of Vendors

For *small purchases*, award shall generally be made to the responsible and responsive business offering the lowest acceptable quotation. *Small purchases* can be awarded to other than the low bidder when best value criteria (see definition below) is justified and approved by the senior director, purchases and supply department. For *competitive sealed bidding or negotiations*, best value concepts may be considered when procuring goods and nonprofessional services, but *not construction or professional services, except as allowed by the VPPA*. When the terms and conditions of *multiple awards* are so provided, awards may be made to more than one bidder/offeror. In procurements for *professional services*, award shall be made to the offeror who submits the more meritorious proposal with a price that is considered fair and reasonable.

Best value – is defined as the overall combination of quality, price, and various elements of required services that in total are optimal relative to NPS's needs. The best value criteria, factors, basis for consideration, and process for consideration shall be documented and stated in the solicitation. Best value factors can include:

- Environmental & Energy Efficiency
- Trade-in and disposal cost considerations
- Life Cycle Cost (LCC) comparisons – In addition to the acquisition price, price/performance factors that include operating, maintenance, financing, other ownership and usage costs, and resale or residual value would be considered in the evaluation for award.
- Net Present Value cash flow considerations – e.g., Progress payments, prompt payment discounts, buy vs. lease payments.
- Warranty considerations
- Maintenance Availability/Response Time
- Past Performance of Vendor
- Special features required
- Payment Method – e.g., P-Card payment acceptance

Code of Virginia § 2.2-4301. Definitions.

“Best value,” as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that in total are optimal relative to a public body's needs.

H. Ethics Policy and Standards of Conduct in Public Purchasing

Virginia law dictates a higher standard of conduct for procurement officials as compared to most public employees. This is not only because of the extraordinary trust and responsibility exercised by public employees conducting *procurement transactions*, but also because of the legitimate expectation by the public that this trust and responsibility is exercised responsibly.

Procurement transactions involve all functions that pertain to the obtaining of any goods, services, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration. NPS employees involved in *procurement transactions* should familiarize themselves with the ethics and standards of conduct laws found in the *VPPA*, the *State and Local Government Conflict of Interest Act*, and the *Government Frauds Act*. These laws cover issues such as gifts, subsequent employment, kickbacks, restrictions to participating in the procurement process (conflicts of interest), misrepresentation, and penalties/fines. Additionally, NPS employees involved in a significant number and dollar value of procurement transactions (e.g., buyers and those involved in requirements determinations and source selections), may be required to annually submit a written certification that they complied with the Ethics provisions of *Virginia Code §2.2-4375*.

I. Environmental Purchasing Policy

During the procurement process, requesters and buyers should always consider environmental impact. This should be considered, not only because Norfolk Public Schools is concerned with the quality of life in our community, but also, because there are direct and indirect environmental costs associated with many goods and services. Procurement alternatives that are environmental-friendly, promote the 3 R's...Reducing, Recycling, and Reutilization of material and equipment. This includes consideration of “green” products, and the utilization of surplus and used property/material. NPS routinely advertises excess items available to other schools/departments. Also, the Commonwealth of Virginia's Surplus Program offers both Federal and State surplus items to schools, prior to public sales (see www.dgs.virginia.gov [Federal and State Surplus Property tab]). In the evaluation of equipment and facility costs, consideration of total life cycle costs should always be considered, to include scrap and other disposition/disposal costs, along with recycling or reutilization opportunities. To promote reutilization and maximize

surplus property sales, equipment, furnishings, vehicle, and other procurements should consider combining trade-ins with new item purchases (e.g., school buses). For tie bids/quotes, recycled content shall be a determining factor for award.

J. Taxes

Norfolk Public Schools is generally exempt from paying State Sales and Use Tax when purchasing tangible personal property for its use or consumption. If vendors request a tax exemption certificate form, buyers/purchasers (including credit card purchasers) will provide the VA Department of Taxation Form ST-12 (Commonwealth of Virginia Sales and Use Tax Certificate of Exemption) to vendors. This form is available from the VA Department of Taxation’s website at www.tax.virginia.gov. The signature required at the bottom of the form is the person authorizing/certifying the purchase. For purchases made by schools/departments, the form can be downloaded from the website and signed by the principal/department director. The following table provides guidance on whether items are tax-exempt, depending on the source of funds used:

<i>Item</i>	<i>Tax-Exempt? (Y/N)</i>
Public Funds	
1. Purchases of tangible personal property	Y
2. Purchases of hotel accommodations and meals	N
3. Purchases of food and catered meals for free distribution on school property	Y
4. Sales of lunches, textbooks	Y
5. Sales of tangible personal property (e.g., surplus property)	N
School Activity Fund/Group Funds	
6. Purchases of certified school equipment (Note: the principal/asst. principal must write a letter to certify the school will accept a donation of equipment. This letter is given to the vendor allowing the purchase to be tax-exempt.)	Y
7. Purchases of hotel accommodations and meals	N
8. Purchases of tangible personal property for its own use (Note: “own use” means to control or make use of)	N
9. Sales from fund-raising for certified school equipment (Note: The items being sold can be purchased exempt if net proceeds are contributed directly to the school or used to purchase certified school equipment.)	Y
10. Sales from fund-raising for own organization (Note: The organization must pay the sales tax to the vendor on all items purchased for sale.)	Y
11. Sales of tangible personal property (e.g., surplus property)	N

End of Regulation DJAZ-R Purchasing Authority

Policy DJF Certification Regarding Certain Offenses

All procurements made by the school division are in accordance with the Virginia Public Procurement Act.

Certification Regarding Certain Offenses

As a condition of awarding a contract for the provision of services that require the contractor or his employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities, the School Board requires the contractor to provide certification of whether any individual who will provide such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02; any offense involving the sexual molestation, physical or sexual abuse or rape of a child, or any crime of moral turpitude.

This requirement does not apply to a contractor or employees of the contractor providing services to the school division in an emergency or exceptional situation, such as when student health or safety is endangered or when repairs are needed on an urgent basis to ensure that school facilities are safe and habitable, when it is reasonably anticipated that the contractor or employees of the contractor will have no direct contact with students.

Award of Contracts When Individuals Who Will Provide Services Have Been Convicted of Certain Crimes

The School Board will not award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any violent felony set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 or any offense involving the sexual molestation, physical or sexual abuse, or rape of a child.

The School Board may award a contract for the provision of services that require the contractor or employees of the contractor to have direct contact with students on school property during regular school hours or during school-sponsored activities when any individual who provides such services has been convicted of any felony or crime of moral turpitude that is not set forth in the definition of barrier crime in subsection A of Va. Code § 19.2-392.02 and does not involve the sexual molestation, physical or sexual abuse, or rape of a child, provided that in the case of a felony conviction, the Governor has restored the individual's civil rights.

Unauthorized Aliens

The School Board provides in every written contract that the contractor does not and shall not during the performance of the contract for goods and services in Virginia, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

Discrimination by Contractor Prohibited

The School Board includes the following provisions in every contract of more than \$10,000:

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 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.
2. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

End of Policy DJF Certification Regarding Certain Offenses

Policy DN Disposal of Surplus Items

The school division shall apply trade-in allowances on equipment to be replaced against the purchase cost of the new equipment whenever possible.

The school division may dispose of equipment having no trade-in value by informal bid, auction, or pre-priced sale as appropriate to the public. If items are valued in excess of \$500.00, formal authorization for negotiated sale or for putting the items to bid shall be obtained from the School Board.

The bidder or purchaser shall certify whether he/she is an officer or employee of the division or a member of the immediate family of an officer or employee. Officers and employees of the school division, and members of their immediate families, may purchase surplus property from the school division only if the property is being sold at uniform prices available to the public or if the goods are sold for less than \$500.00.

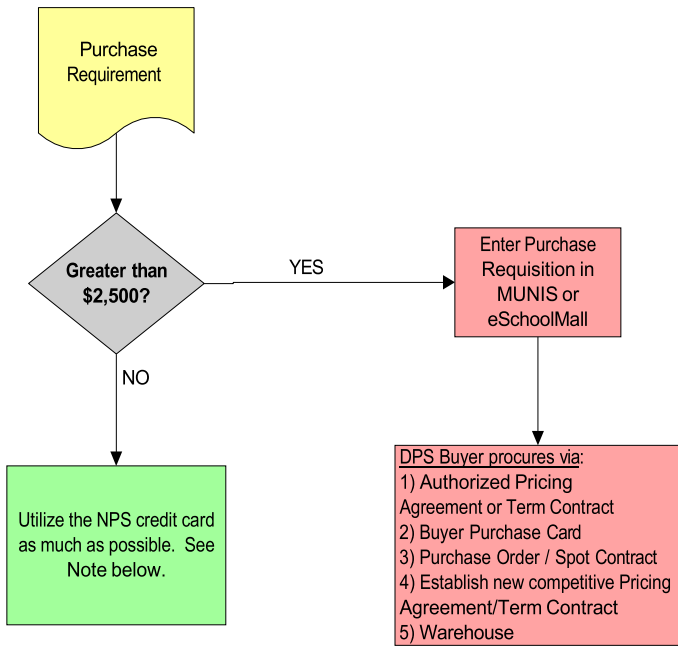
If reasonable attempts through the bidding or direct sales process to dispose of the items are unsuccessful, then the superintendent is authorized to arrange for their disposal.

Obsolete educational technology hardware and software that is being replaced pursuant to Va. Code § 22.1-199.1(B)(4) may be donated to other school divisions, to students, as provided in Board of Education guidelines, and to preschool programs in the Commonwealth. In addition, the school board may donate such obsolete educational technology hardware and software and other obsolete personal property to a Virginia nonprofit organization which is exempt from taxation under § 501(c)(3) of the Internal Revenue Code.

End of Policy DN Disposal of Surplus Items

Procurement Procedures

The following flowchart shows the basic purchasing process for non-warehouse and non-travel items.



NOTE: Unless a vendor does not accept credit cards, the utilization of NPS credit cards is generally required for small purchases at the point of sale. Credit cards provide a more efficient and responsive means of procurement, and the processing cost per transaction is significantly less. Also, the credit card bank provides a rebate on total dollars spent using these accounts.

A. Purchase Requisition and Contract/Purchase Order Process

For purchases up to \$2,500, the school/department should use NPS credit cards. For vendors that do not accept NPS credit cards, purchase requisitions and purchase orders (or school activity fund checks) should be used. See the *MUNIS Procurement Operating Manual* for requisition entry procedures (latest version on ERP intranet website).

Note: Although NPS P-cards generally are set with a \$2,500 single transaction limit, cardholders can exceed \$2,500 when using established vendor contracts on NPS’s eSchoolMall shopping site (Generally, P-Card orders up to \$10,000 are authorized on eSchoolMall. Even higher orders are authorized when approved by the Senior Director of Purchases & Supply).

Regardless of cost, schools and departments must contact their site engineer for all computer-related purchases, who will then secure a quote for the district's approved model and specific vendor. Credit Cards are not allowed to be used for computer purchases. Instead, a Requisition (Purchase Order) is to be entered with the quote attached and reviewed by the Information Technology division for purchase. Upon delivery of the computer, it will be assigned a district asset tag. Again, using the credit card for computer purchases is prohibited to ensure that the model does not cause a threat to our network and security.

1. Contracting/Purchase Order Process

In general, and in accordance with the competition requirements above, Purchases & Supply buyers will obtain quotes, bids, or proposals as required to complete your purchase requisition. The procurement process typically takes longer for higher value requirements, and when requirements cannot be satisfied from a term contract, authorized basic ordering agreement, or the warehouse. Requirements for services (vs. goods) may take longer to procure, since there is usually more work required for establishing a definitive statement of work or performance standard (see *Appendix Specifications*), evaluation of proposals and negotiations. Although certain purchase requests may have special requirements, the following general timeframes are provided for planning purposes:

<i>Informal quotes (used for purchases up to \$199,000)</i>	1-10 days
<i>Formal Bids (\$200K and greater)</i>	21-60 days (minimum 10 days advertising required)
<i>Formal Proposals (\$200K or greater)</i>	21-90 days (minimum 10 days advertising, technical evaluation & negotiation may be required)

When a vendor is selected, a purchase order, contract, or purchasing card will be utilized. The receiving organization will receive a copy of the purchase order, contract and/or award document, as necessary to certify invoices.

2. *Contract Pricing Arrangements*

Contracts may be awarded on a fixed price or cost reimbursement basis or on any other basis that is not prohibited. For a discussion of contract types, see APSPM 4.3d. No public contract shall be awarded on the basis of cost plus a percentage of cost except: in the case of an emergency affecting the public health, safety or welfare; when a policy or contract for insurance or prepaid coverage has a premium computed on the basis of claims paid or incurred, plus the insurance carrier's administrative costs and retention stated in whole or part as a percentage of such claims; or in other instances allowed by Code of Virginia, § 2.2-4331

3. *Order Splitting Prohibition*

The placement of multiple orders within other than a reasonable time period to one or more vendors for the same, like, or related goods or services to avoid using the appropriate method of procurement or to remain within delegated purchasing authority is prohibited. Order splitting results in higher administrative cost to the agency. It is a highly inefficient practice. Requirements should be combined when practical to obtain quantity discounts and other administrative efficiencies. Term contracts (annual or multi-year) should be considered where the anticipated cumulative annual costs for goods or services are over \$50,000 and a fixed price type contract or a unit priced requirements type contract can be awarded. In some instances, even though the annual amount is less than \$50,000, it may be advantageous to enter into a term contract and this should also be considered.

A written price reasonableness determination is required to determine if prices bid or offered are fair and reasonable when:

- a. competition is restricted or lacking Price Reasonableness Determination.
- b. the prices offered do not appear to be fair and reasonable

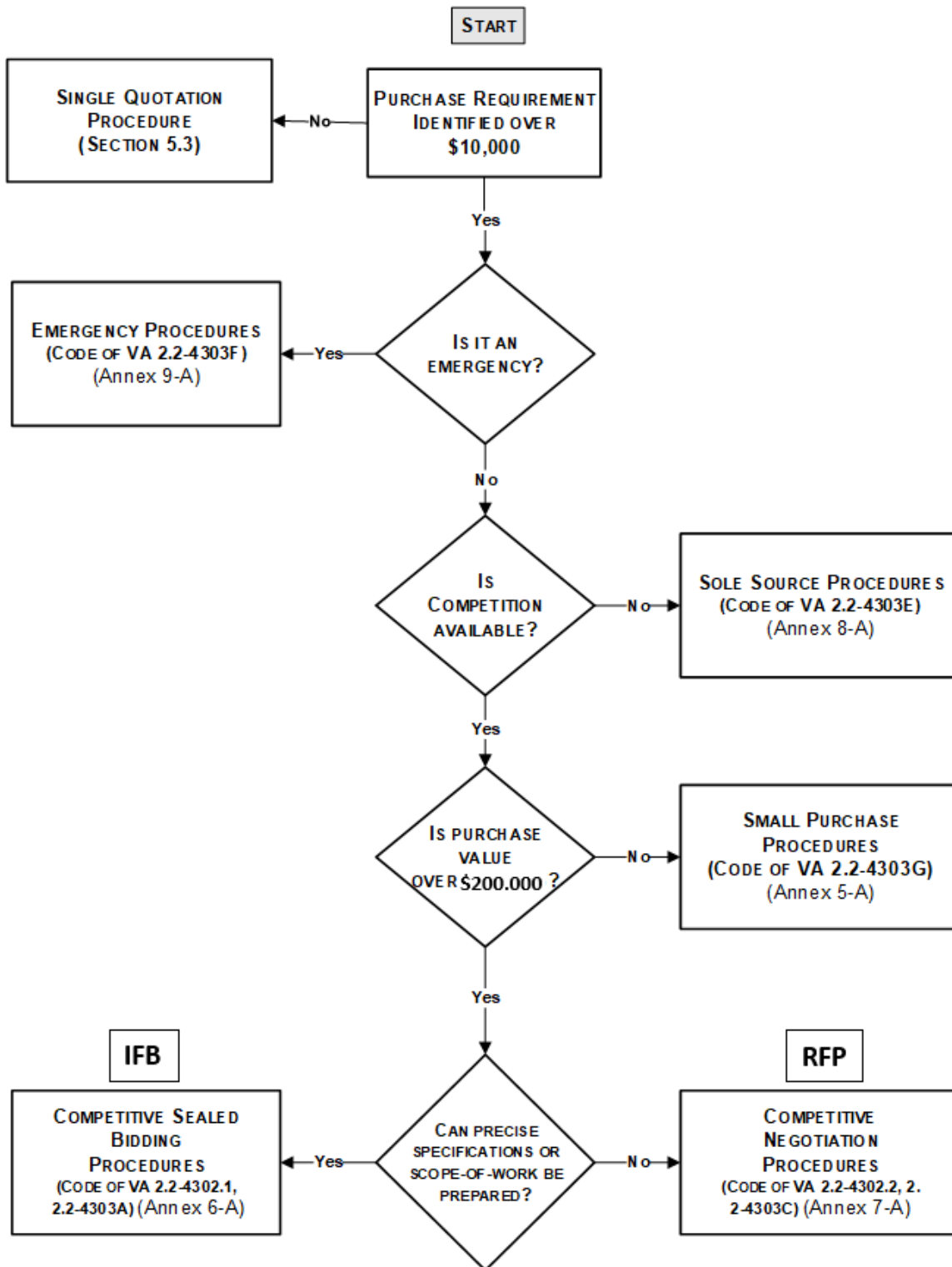
This also applies for any sole source purchase, single response purchase, contract change, and contract renewal. The written determination of a fair and reasonable price requires that the price be acceptable to both the agency or institution and the bidder or offeror considering all circumstances. Circumstances include, but are not limited to, the degree of competition, market conditions, quality, location, inflation, value, technology and unique requirements of the procuring agency or institution. The written determination may be based on price analysis (comparison with prices previously paid, prices charged for functionally similar items, prices paid by other consumers, prices set forth in a public price list or commercial catalog, or state estimates) or through the analysis of price-to-unit variations, value analysis (make-or-buy study), or cost analysis. Advice and assistance can also be obtained from the appropriate buyer or contract officer at DGS/DPS. The written analysis must be supported by factual evidence in sufficient detail to demonstrate why the proposed price is deemed to be reasonable. If a determination is made that the prices offered are not fair and reasonable, then a decision has to be made whether to rebid seeking broader competition, revise specifications and rebid the requirement, or to negotiate a better price as may be identified through the price analysis process. A combination of these methods may be necessary. If it is a negotiated procurement, then the price should be negotiated to one that is fair and reasonable.

4. *Nondiscrimination*

- In the solicitation, awarding or administration of contracts, no agency shall discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (Code of Virginia, § 2.2-4310A). Agencies and institutions shall prominently display a nondiscrimination statement in all invitations to bid, requests for proposals, contracts, and purchase orders indicating that the public body does not discriminate against faith-based organizations (Code of Virginia, § 2.2-4343.1D).
- In the solicitation or awarding of contracts, no state agency, department or institution shall discriminate against a bidder or offeror because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest (Code of Virginia, § 2.2-4310.C).

Whenever a state agency, department or institution is issuing a solicitation and has determined in writing that it is not in its best interest for a bidder or offeror to employ ex-offenders on the specific contract, the state agency, department, or institution shall state these restrictions in the solicitation. These restrictions, as determined by the state agency, department or institution must be reasonable.

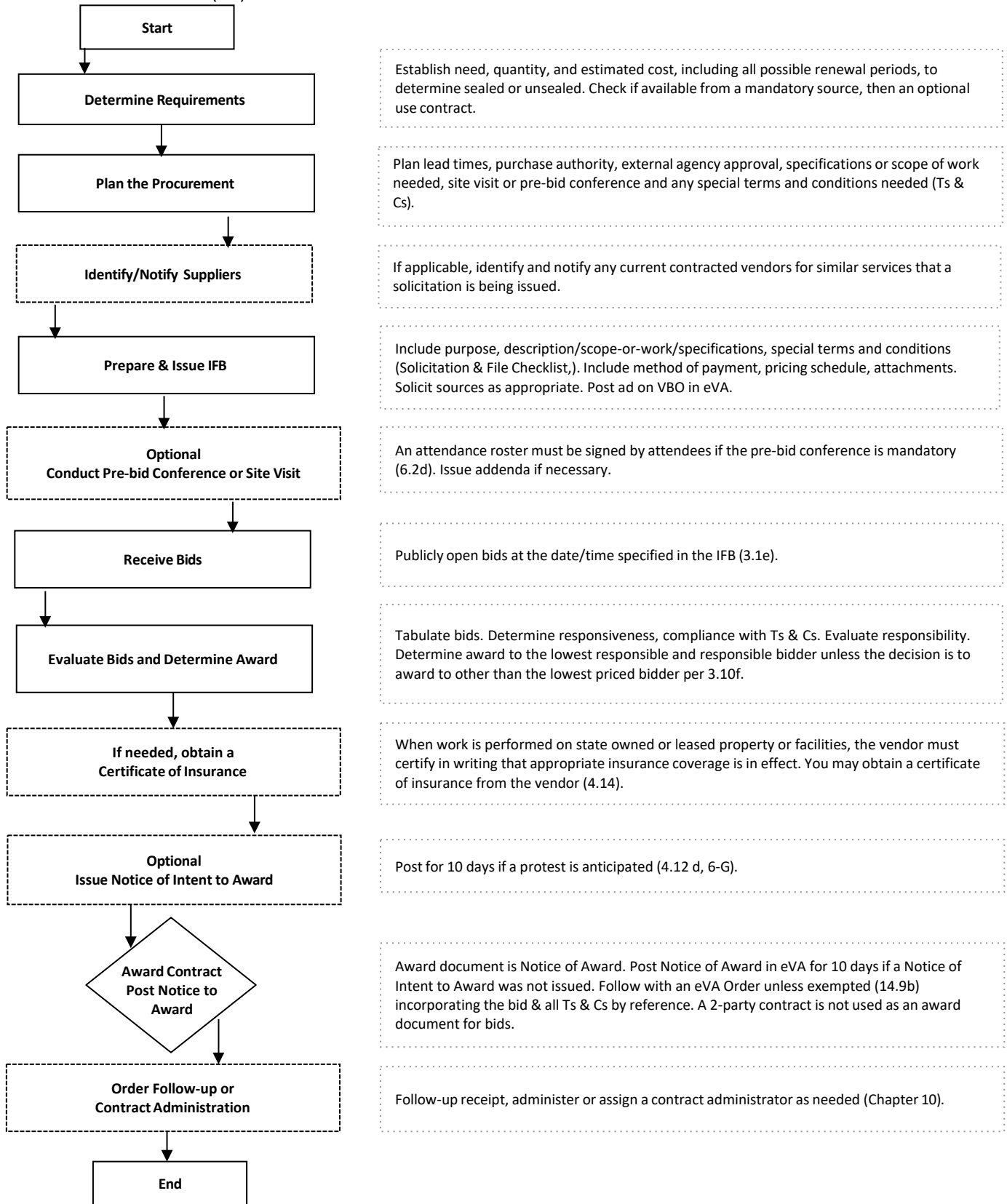
5. Allowed methods of contracting include:
 NPS procurement process - Basic decisions and procedures



- Small Purchasing
 - Request for Quotes (RFQ) or Informal Proposals
 - Credit Cards

- **Competitive Sealed Bidding (Formal Bids)**

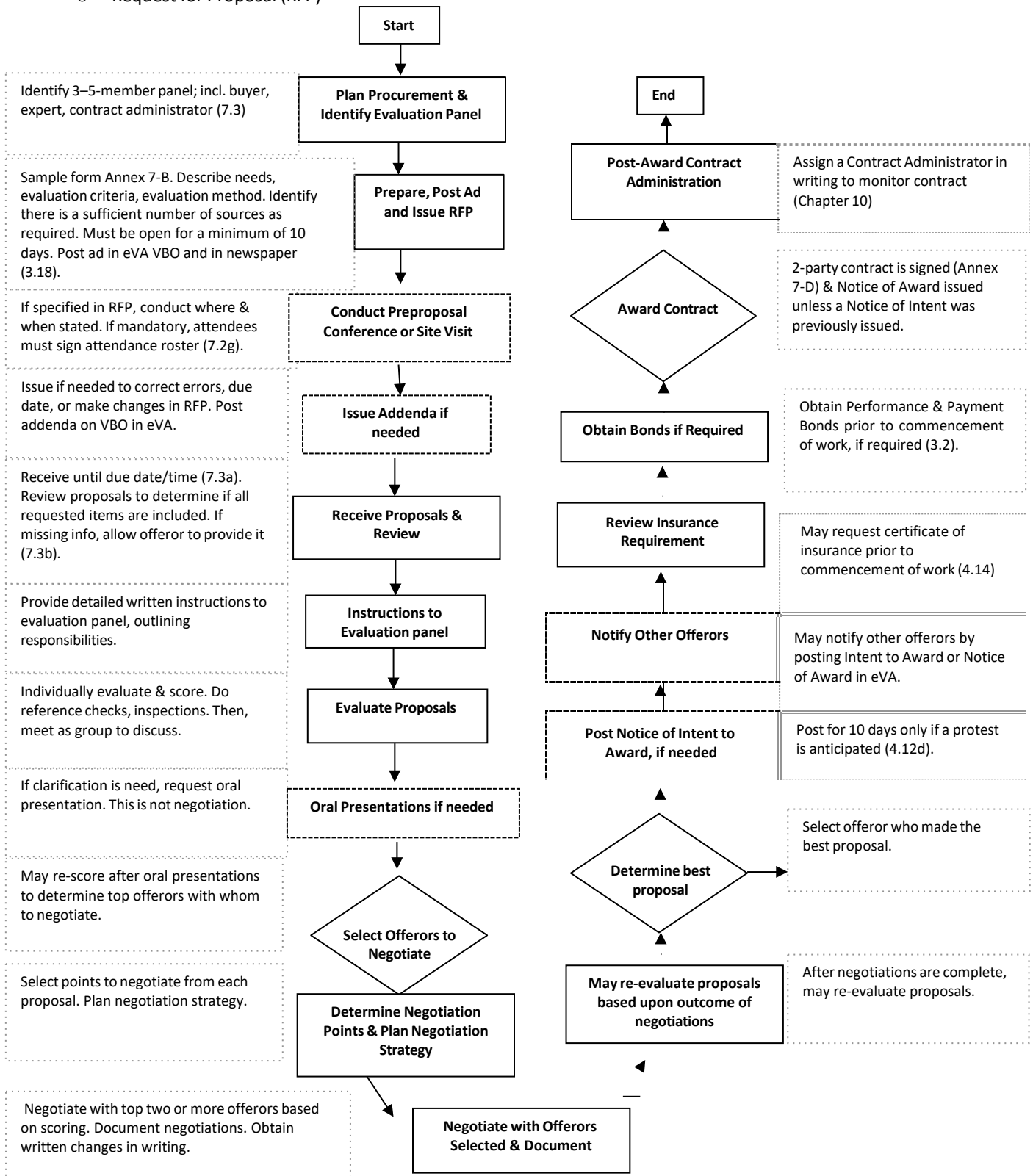
- Invitation for Bid (IFB)



- Two-Step IFB (1st Step: Qualification of Bidder's unpriced offers; 2nd Step: Bid Price)

- Competitive Negotiation (Formal Proposals).

- Request for Proposal (RFP)



- Except for professional services requirements, the competitive negotiation method requires a written determination by the Senior Director, Purchases & Supply that competitive sealed bidding is either not practicable

or not fiscally advantageous to the public, for the procurement of goods, services, or insurance (ref: Virginia Code §2.2-4303.C).

- Reverse Auctioning. Can be used for the purchase of goods and non-professional services, but not construction or professional services.
 1. Reverse auctioning should be used for goods or services that can be easily described and specified, with definable quantities and when an adequate number of vendors can be expected to respond. The maximum number of line items allowed for reverse auctioning is six (6). A bid is required for each line. \$0.00 is an acceptable line item bid and shall not be deemed to constitute a “no bid,” but the bidder will be expected to provide that line item at no cost.
 2. Reverse auctioning should not be used for highly technical or complex solicitations, when prequalification is necessary, for solicitations with multiple attachments, for emergency procurements. Any appropriate Special Terms and Conditions must be stated in or attached to the reverse auction.
 3. Agencies are authorized to conduct reverse auctions up to the agency’s delegated authority using Reverse Auctioning tools in eVA.
 4. Procurements under \$100,000 shall be Set-aside accordance with the Small Business Enhancement Award Priority, unless exempted.
 5. eVA VBO advertising is required. The use of the eVA Reverse Auctioning tool meets the eVA VBO posting requirement
 6. The reverse auction shall be open for the period of time stated but must be open for at least three (3) business days (24 business hours). A reasonable amount of time should be allowed for vendors to respond based on the nature of the procurement. The closing time may not be extended and shall be set to close during eVA Customer Care’s normal business hours, in order for vendors to have access to support if needed.
 7. Awards shall only be made on grand total basis
 8. Receipt of Bids – Only eVA registered vendors can participate. Paper responses are not allowed. A bidder must participate electronically.

- Public Auctions. The purchase of goods, products, or commodities from a public auction sale, including on-line public auctions, is authorized only if approved by the Senior Director, Purchases & Supply, and documented with a written determination (in advance) that the procurement is in the best interest of NPS and includes the basis for the determination (ref: *Virginia Code §2.2-4303.I*).
 1. Public auctioning (non-electronic) may be used up to the Agency’s delegated authority.
 2. Participation in online public auctions is not permitted.
 3. Set-aside for SBSB-certified small businesses unless exempted (see *Section II.D.*). The procurement file shall be documented if the procurement does not qualify for a set-aside.

- Sole Source

- Emergency

6. *Prohibited Transactions*

- From Architect or Engineer
 - 1) No building materials, supplies, or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person employed as an independent contractor by the public to furnish architectural or engineering services, but not construction, for such building or structure; or from any partnership, association or corporation in which such architect or engineer has a personal interest as defined in *Code of Virginia*, § 2.2-3101 and § 2.2-4374A.
 - 2) No building materials, supplies, or equipment for any building or structure constructed by or for a public body shall be sold by or purchased from any person which has provided or is currently providing design services specifying a sole source for such materials, supplies, or equipment to be used in such building or structure to the independent contractor employed by the public body to furnish architectural or engineering services in which such person has a personal interest as defined in *Code of Virginia*, § 2.2-3101 and § 2.2 – 4374B.
 - 3) The provisions of (1) and (2) above shall not apply in cases of emergency or for transportation-related projects conducted by the Department of Transportation.
 - 4) These provisions do not apply to persons supplying architectural or engineering services under design/build contracts (*Code of Virginia*, § 2.2-4306).

- Other Contractors. An independent contractor employed or otherwise paid by a state agency to design a project, develop a scope of work, write specifications or otherwise define contract requirements is not eligible to compete for or receive the resulting contract, except in cases of emergency, when only one source is practicably available for both the defining of contract requirements and the performance of those requirements or when the public body determines in writing that the exclusion of such vendor would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the public body. In addition, the contractor may not be a subcontractor or supplier for the entity which is awarded the contract or any of that entity's subcontractors, however far removed. A vendor may offer, without consideration, assistance to agency personnel in developing specifications for a requirement and compete on that requirement; however, it is incumbent upon the agency buying staff to assure vendor provided specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor.
- Subsequent/Additional Bid/Proposal for Same Procurement. Submission of a subsequent bid/proposal, unless specifically identified as an amendment to a previously submitted bid/proposal, shall constitute an additional bid/proposal submitted by the same bidder or offeror on the same solicitation. (See Vendors Manual on amending or withdrawing bids/proposals and *Code of Virginia*, § 2.2-4330 C. for Withdrawal of bid due to error.)
- By employees of state government or Eastern Virginia Medical School, certain family members, and businesses in which they have a personal interest. State employees may not enter into a contract to sell goods or services to any state governmental agency (including their own), or remain in State employment if such a contract is entered into by their spouse, a dependent living with them, or a business from which they collectively receive more than \$5,000 of annual income or own more than 3% of the equity, unless the contract is exempted. The following contracts are exempted:
 - (1) Contracts having a value of \$500 or less.
 - (2) Contracts with a governmental agency other than the employee's own agency if the contract is awarded as a result of (i) competitive sealed bidding or competitive negotiations or (ii) after a finding, in writing, by the administrative head of the governmental agency that competitive bidding or negotiation is contrary to the best interest of the public.
 - (3) Any other contract, if the contract does not place the employee in violation of the State and Local Government Conflict of Interest Act. Examples of contracts permitted by the Conflicts Act can be found in § 2.2-3106.C through E and § 2.2-3110.A (1) through (9). In case of doubt, employees may request an advisory opinion from the Attorney General, as provided in § 2.2-3121. Employees are also encouraged to seek such advice because of the many exceptions not described here. This subsection 3.16 d does not apply to contracts with State advisory agencies, or to employees of State advisory agencies. Advisory agencies are agencies that do not exercise any sovereign power or duty but instead merely make studies or recommendations.

This subsection is intended to restate some but not all of what the Conflicts Act already prohibits. It shall not be construed as prohibiting anything permitted by the Conflicts Act or as altering any employee's duties under the Act.

7. *Publicly Posted Notices.*

- IFB solicitations must be publicly posted on eVA VBO at least 10 days prior to the date set for receipt of bids (*Code of Virginia*, §§ 2.21110 and 2.2-4302.1). In addition, notices may be published in a newspaper of general circulation, at least 10 days prior to the date set for receipt of bids. Prebid conferences or site visits should be indicated when applicable. When canceling or amending a solicitation, a copy of the notice or addendum must be publicly posted on eVA VBO.
- RFP solicitations must be publicly posted on eVA VBO at least 10 days prior to the date set for receipt of proposals. Notices shall also be published in a newspaper or newspapers of general circulation in the area in which the contract is to be performed. The newspaper notice need only be a brief summary of essential elements of information (*Code of Virginia*, §§ 2.21110 and 2.2-4302.2). The essential elements should include agency seeking proposals; goods or services to be purchased; how offerors can obtain information about the RFP including a reference to eVA VBO; preproposal conference date and time; and the closing date and time. The notice should be brief in order to minimize cost to the agency. See *Appendix Sample Advertisement* for an example. Preproposal conferences or site visits should also be indicated on the cover sheet of the solicitation when applicable. When canceling or amending a solicitation, a

copy of the notice or addendum must be publicly posted on the eVA VBO.

- Award Notices must be posted for a ten (10) day period immediately following the actual time of award. If used, the Notice of Intent to Award must be posted ten days prior to the actual time of award (see *Appendix Competitive Sealed Bidding (IFB) Process & Appendix Sample Notice of Intent to Award*). Emergency notices must state that the contract is being issued on an emergency basis while sole source notices must state that only one source was determined to be practicably available and both must also state that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. Routine award notices may be a copy of the bid tabulation sheet revealing bidders' prices and indicating the bidder receiving the award. IFB and RFP solicitations must contain the General Term and Condition on Announcement of Award (see APSPM Appendix B, Section I. U. (or the NPS Terms & Conditions, T&C, database. The T&C database was created to be in accordance with the APSPM Appendix B: Terms and Conditions clauses and criteria.). The award notice shall be posted on the eVA VBO and in any additional locations as prescribed in the solicitation for a ten (10) day period immediately following the actual time of award (*Code of Virginia, § 2.2-4360*).

8. *Preparing the Solicitation*

Solicitations for purchases (RFPs, IFBs, and RFQs) must convey to the reader, in a clear, concise, and logical sequence, the information to answer the basic questions of who, what, why, where, when, and how.

- Preparation and Issuance of a Request for Proposal (RFP).
- A written RFP is issued to describe in general terms that which is to be procured (see *Appendix Competition Negotiations (RFP) Process* for format and contents). The RFP must specify and list the specific requirements to be addressed by the offerors that will be used in evaluating the proposals and will contain other applicable contractual terms and conditions, including any unique capabilities or qualifications required of the contractor. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror. The terms or conditions of the RFP must state the manner in which public notice of the award or the announcement of the decision to award shall be given by the public body (see *Appendix Competition Negotiations (RFP) Process*).
- If the method for receiving "Best and Final Offers" (BAFO) is to be used in the negotiation and evaluation process, then this must be stated in the RFP for the offerors' notification and consideration.
- Mandatory requirements should be kept to a minimum and refer only to those areas that are required by law or regulation or are such that they cannot be waived and are not subject to negotiation. The use of "shall" or "must" indicates a mandatory requirement. Specify any optional information desired. The criteria to be used in evaluation shall be stated in the RFP, the weights assigned to them and an indication of whether a numerical scoring system will be used in the evaluation of proposals must be included in the RFP. The weights assigned to the evaluation criteria shall also be posted in the location used for public posting of procurement notices prior to the due date and time if the weights were not included in the RFP. A breakout of subcomponent weights need not be listed. Price shall be one of the factors considered but need not be the determining one. Include a pricing schedule in the RFP
- Review the RFP Solicitation and File Checklist (see *Appendix Contract File Checklist*) to assure that all specific requirements applicable to the procurement have been met (see *Section III.A.4* for posting requirements). In writing the scope of work and/or technical specifications for an RFP, use the term "contractor" to describe the person/firm that is to perform the requirements of the contract after award. Use the term "offeror" to describe who is to submit a response to the RFP.
- Sealed Bids (IFB) - Receipt, Opening, Evaluation, and Award
 - a. Receipt. Bids shall be received until the date and time specified in the IFB. Bids are then publicly opened and read aloud. Late bids shall not be considered. Bid receipt deadlines and public openings scheduled during a period of suspended state business operations will be deemed rescheduled for processing at the appropriate times on the next regular business day. The public opening of bids for construction type contracts shall be held 24 hours after the date and time set for submission of bids, Code of Virginia, § 2.2-4330A(ii).
 - b. Opening. After bid opening, each bid is evaluated to determine if it is responsive to the IFB. The responsive bids are then evaluated according to the criteria and/or evaluation procedure described in the IFB to determine which the lowest bid is and whether any preferences must be applied (see *Appendix Competitive Sealed Bidding (IFB)*)

Process).

- c. Evaluation. The lowest responsive bidder is then evaluated to determine if the firm is responsible (see *Appendix Competitive Sealed Bidding (IFB) Process*).
- d. Award. The contract is awarded to the lowest responsive and responsible bidder (see *Appendix Competitive Sealed Bidding (IFB) Process*). For purposes of the procurement, a bidder or subcontractor shall be considered a Small Business or a Micro Business if and only if the bidder or subcontractor holds a certification as such by the Department of Small Business and Supplier Diversity (SBSD) on the due date for receipt of bids.

Alternate Bids. An alternate bid is a bid submitted in knowing variance from the specifications and must be clearly distinguished as an alternate by the bidder. Frequently, alternate bids incorporate the latest in technology and can result in substantial savings, not only in monetary terms, but also in system-wide operational efficiencies. Buying offices may not accept alternate bids; however, they may reject all bids and rebid the requirement with a revised specification incorporating features of the alternate.

- Sealed Proposals -Receipt and Evaluation.
 - a. Public openings of proposals are not required. If a public opening is held, the names of the individuals, or the names of firms submitting proposals in a timely manner, is the only information read aloud and made available to the offerors and general public
 - b. The proposals are evaluated by the buyer, contracting officer, or an evaluation team. As an option, evaluators may request presentations or discussions with offerors, as necessary, to clarify material in the offerors proposals, to help determine those fully qualified and best suited. Proposals are evaluated on the basis of the criteria set forth in the RFP, using the scoring weights previously determined. All RFP responses are to be evaluated. Proposals not meeting requirements should be scored lower. Only bids in response to an IFB may be determined to be nonresponsive. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the purchasing office. Offerors who fail to submit required documentation or meet mandatory requirements, in such time, for evaluation purposes may be eliminated from further consideration. Two or more offerors determined to be fully qualified and best suited are then selected for negotiation. Price is considered but need not be the sole determining factor.
 - c. During the evaluation phase it may be determined by the evaluation panel that only one offeror is fully qualified, or that one offeror is CLEARLY more highly qualified than the others under consideration. A written determination shall be prepared and retained in the contract file to document the meaningful and convincing facts supporting the decision for selecting only one offeror and negotiating with that offeror. The determination shall be signed by the agency head or designee.
- Negotiation and Award
 - a. Negotiations are conducted with each of the offerors so selected. Negotiation allows modification of proposals, including price. Offers and counteroffers may be made as many times with each offeror as is necessary to secure a reasonable contract. After negotiations have been conducted with each of the selected offerors, the proposals shall be re-scored unless there have been no changes in any of the items negotiated or only one proposal is under consideration. The Commonwealth selects the offeror which, in its opinion, has made the best proposal. In all cases, written confirmation shall be obtained from the offeror on any modifications of the original proposal. Once an Intent to Award notice is posted, no further negotiation shall be conducted
 - b. When a provision for receiving best and final offers (BAFO) is included in the RFP, after negotiations, offerors are given the opportunity to submit a best and final offer. After the offeror submits a BAFO, no further negotiation shall take place with that offeror. The offeror's proposal, if already received and scored, may be rescored to combine, and include the information contained in the BAFO with the technical evaluation score previously assigned, and the award decision made. The contract file shall be documented to show the basis for the award and include the final rescoring of the proposals following negotiation and receipt of best and final offers.

- c. For competitively negotiated procurements, once evaluation and negotiations have been completed with selected offeror(s), the agency must prepare a written narrative summarizing the rationale for the ratings that are developed for each proposal negotiated. The summary shall address the merits of the proposal relative to the evaluation ratings; it shall not compare proposals to each other (see *Appendix Competition Negotiations (RFP) Process*). Agencies are not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). Offerors may inspect the proposal records after evaluation and negotiations are complete, but prior to award (see *Code of Virginia, §2.2-4342D*). Once negotiations have been finalized, complete the “Summary of Evaluation of Ratings by Criteria Worksheet” (see *Appendix Competition Negotiations (RFP) Process*) and place in the procurement file. This worksheet for each offeror negotiated with should be a compilation of the evaluation committee’s ratings and not done by or for each committee member.
- d. Agencies may cancel an RFP or reject proposals at any time prior to making an award (see *Code of Virginia, § 2.2- 4319*).
- Amending a Solicitation. If it is necessary to amend a solicitation, prepare, post, and send an addendum to all potential bidders or offerors who received a copy of the solicitation or who attended a pre-bid or preproposal conference. Signed acknowledgment of addenda must be returned to the purchasing office prior to the date and time of the opening or with the bid or proposal. Failure to return the addendum may be grounds for declaring the bid nonresponsive [see *Vendors Manual, 5.13c (1)(c)*]. When an addendum for a sealed solicitation is issued, there must be a minimum of 10 days from the date of the addendum to the due date set for the receipt of bids/proposals. If there are not 10 days from the date of the addendum to the due date set for receipt of bids/proposals, then the due date shall be extended to meet the minimum 10 days’ notice.
- Receipt of Bids or Proposals. Bids or proposals should be received at one central location. A clock, publicly displayed, or an electronic date/time stamp machine should be used to establish receipt times. When bids or proposals are received, the bids or proposals shall be date stamped and the time noted or stamped on the envelope showing the time of receipt. The bid or proposal receipt time deadline must strictly comply with the date and time stated in the solicitation. The purchasing officer shall be responsible for deciding when the receipt deadline has arrived and should announce wording to the effect that, “Bids/Proposals for solicitation number ___ are now closed. No further bids/proposals will be treated as timely.” It is the responsibility of the bidder or offeror to have the bid or proposal at the specified location by the appointed time. Bid or proposal receipt deadlines and public openings scheduled during a period of suspended state business operations will be deemed rescheduled for processing at the same time on the next regular business day. Nothing in this paragraph limits the agency's ability to entertain, during competitive negotiation, new or different content to a timely-submitted proposal.

Sealed Bids. Sealed bids must be held unopened in a secure area until the date and time established for opening in the solicitation. They shall then be publicly opened, and only the following information is read aloud:

- Bidders’ names
- Unit prices or lot prices, as may be applicable
- Discount terms offered, if discount terms are to be considered in making the award, and
- Brand names and model numbers, if requested by the attendees.

Questions on other bid contents should not be answered until after evaluation is complete and an award decision has been made.

Sealed Proposals. Public openings are not required by law for proposals submitted under competitive negotiation but doing so avoids the appearance of impropriety. If a public opening of proposals is conducted, only the names of the firms submitting proposals shall be disclosed. Questions on the proposals of other offerors should not be answered until after evaluation and negotiations are complete and an award decision has been made.

Late Bids or Proposals. Bids or proposals received after the date and time specified for receipt in the solicitation, shall not be considered. For late sealed bids or proposals, the envelope shall be date and time stamped, marked “late” and retained unopened in the procurement file. Late unsealed bids or proposals, those solicited for requirements under \$100,000, shall be marked “late” and placed in the procurement file.

9. *Contractor License Requirements.*

- a. Contractor Licensing and Registration. State statutes and regulatory agencies require that some contractors be properly registered and licensed, or hold a permit, prior to performing specific types of services. Those services include but are not limited to the following:

<u>Service</u>	<u>Regulatory Agency</u>
Construction-Type (See III.H)	Department of Professional & Occupational Regulation
Pesticide Application Fertilizer Application	Department of Agriculture & Consumer Services
Asbestos Service, Fire Alarm System Installation	Department of Professional & Occupational Regulation
Private Security Services Locksmith Services Security Alarm System Installation	Department of Criminal Justice Services
Treatment, Storage, Handling, Transportation, or Disposal of Hazardous Waste or Hazardous Radioactive Material	Department of Environmental Quality

It is the contractor’s responsibility to comply with the rules and regulations issued by state regulatory agencies.

- b. Construction, Removal, Repair, or Improvement. If a procurement of \$1,000 or more involves construction, removal, repair or improvement of any building or structure permanently annexed to real property or any other improvement to such real property, the contractor must possess one of the following licenses issued by the State Board for Contractors for the type of work involved (Code of Virginia, §§ 54.1-1103 and 54.1-1115):
- Contractor License A - If the contract is \$120,000 or more or if the contractor does \$750,000 or more business within a 12-month period.
 - Contractor License B - \$10,000 or more, but less than \$120,000 or if the contractor does \$150,000 or more, but less than \$750,000 in business within a 12-month period.
 - Contractor License C – Over \$1,000, but less than \$10,000 or if the contractor does less than \$150,000 in business in a 12-month period. Note: The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation, and air conditioning contractors.
- c. An unlicensed vendor submitting a bid or proposal where such license is required is nonresponsive and is in violation of state law. Any buyer who knowingly receives or considers a response from an unlicensed vendor when a license is required is in violation of state law (Code of Virginia, § 54.1-1115). Contractors must be licensed in the proper classification and specialty to perform the work required by the solicitation. If there is any question as to whether a licensed contractor is required for a specific procurement, call the State Board for Contractors at 804-367-8511 for policy interpretation.
- d. Private Security Services. All solicitations for the installation, service, maintenance, or design of security equipment, security officer service, central station alarm condition monitoring service, and/or private investigator service, require that the successful bidder or offeror or approved subcontractor to have a Private Security Services Business License issued by the Department of Criminal Justice Services (see Code of Virginia, § 9.1-139). This applies regardless of the dollar value of the resulting contract. Assistance may be obtained from the Department of Criminal Justice Services at 804-786-0460. A sample clause for use in the solicitation can be found in APSPM Appendix B. (or the T&C database).

B. Purchasing and Corporate (Travel)/Recognition and Gift Cards

1. **Policy:**

- a. **Purchase and Corporate Travel Cards:** In order to streamline the procurement process, reduce the volume of accounts payable transactions and associated administrative costs and ensure prompt payment to NPS vendors, it is the policy of NPS to utilize authorized Purchasing and Corporate (Travel) Cards to the greatest extent possible. Authorized Purchasing and Corporate Cards are those issued by the Department of Purchases & Supply only. To ensure the proper level of internal control and financial oversight of credit card type purchases, **Schools/Departments are prohibited from procuring or using any purchasing or travel card not part of NPS’s district-wide credit card program.** The NPS Purchasing Card shall not be used for personal charges, business-related travel expenses, cash advances, or car expenses; however, it may be used for conference and seminar registration fees that will not include other travel

related expenses. Corporate (Travel) Cards will be issued for business-related travel, i.e., lodging, airfare, transportation (rental) and conference/event registration that have other related expenses. The Corporate (Travel) Charge Card shall not be used for personal items or cash advances. Credit Card Payments to a Vendor/supplier/company that charge credit card processing/surcharge fee for payment is permissible and the recommended allowable limit is 1-3.5%. Any purchase to a supplier/company out of the country that may incur a foreign currency fee is limited to 1-3%. A tip for food delivered or catered for an event/meeting is permissible but to be consider modeled after the best accepted business practice as well as under the public scrutiny test. Tipping is not allowable for valet parking and baggage handling on the Corporate (Travel) Card (refer to the NPS Travel Regulations Manual for further information).

NOTE: All transactions using ANY NPS card (P-Card, Travel Card), to include all fund types, are bound by the procurement guidelines of this manual.

- b. **Recognition Cards:** Effective July 2021 by our financial institution it is no longer a provided service option. The service provider discontinued the support of ordering the cards because of ongoing/heightened regulatory and compliance scrutiny associated with prepaid cards.
- c. **Gift Cards/Certificates and/or Prepaid Cards:** These are prohibited to be purchased.

2. Program Administration

NPS has appointed a Procurement Card (P-Card) Program Manager/Administrator in the Department of Purchases & Supply. The P-Card Manager/Administrator responsibilities include card issuance, card cancellation, and program training and assistance to promote compliance with all procedures relating to proper card usage. The P-Card Manager/Administrator is the only channel through which NPS employees may obtain Purchasing or Corporate (Travel) Charge Cards. NPS Credit Card request forms are signed by the requestor, principal/director, grant manager (if applicable), and then forwarded to the NPS Procurement Card (P-Card) Program Manager/Administrator for review and completion. Upon receipt of the card(s), the NPS P-Card Manager/Administrator shall provide mandatory orientation training for all new cardholders and have each new cardholder sign an Employee Agreement Form prior to card issuance.

- d. Enterprise Spend Platform (ESP™) Training Documents
See NPS's Purchasing & Supply intranet site by going to <http://sbo.nps.k12.va.us>, click on Business & Finance, click on Purchases & Supply Dept and then go to the menu for Credit Card Program.
- e. *Group Card* Training and Administration.
The Group Card Owner (Principal/Department Head) and, if applicable, the Group Card Manager are responsible for training temporary users on the proper use of the assigned Group Card. Any temporary user **must** sign an Employee Agreement Form prior to checking out a Group Card. The Group Card Owner or Manager, as applicable, will maintain Employee Agreement Forms for temporary users of Group Cards.

3. Card Security:

Cardholders are not to loan their purchasing or corporate card(s) or account number(s) to other individuals, except under the strict procedures established for Group charge cards. The Group Card Owner, Group Card Manager as applicable, will safeguard the Group Charge Card and account number at all times. Group Cards will be checked out by authorized employees utilizing a Group Credit Card Log (template form is available at the Purchases & Supply intranet website, under the Credit Card Program menu option). For Shopping Cards, the Shopping Card Custodian will maintain strict control of issuing and storage of all cards. Any and all charge card transactions are the responsibility of the cardholder, or the Principal/Department Head in the case of Group Cards. The card and related account number(s) must be secured and shall not be posted or left in a place where other individuals may gain access to them. If a charge card is lost or stolen, the cardholder must immediately notify the Procurement Card (P-Card) Program Manager/Administrator. If the cardholder's employment terminates, it is the responsibility of the cardholder to immediately notify and return the card to the Procurement Card (P-Card) Program Manager/Administrator for cancellation, in conjunction with NPS checkout procedures.

4. General Requirements of Card Usage

Under the Purchasing/Corporate Charge Card Program, vendors are paid directly. Use of requisitions, agency purchase orders, and receiving reports is not required, except when Purchasing Cards are used as a payment method for Accounts Payable.

5. Specific Procedures for Purchasing, Corporate (Travel) and Vendor (Ghost) Cards

A. Card Utilization Procedures:

1. *Contact the vendor and place the order.* Give the vendor the cardholder's name, description of the item(s) to be purchased, school/department name, ship to address, billing address (always the Central Admin Building) if requested, card account number and expiration date. The vendor will then verify this information with Visa. At the same time, the vendor will verify the transaction limit assigned to the cardholder. The vendor should provide the cardholder with a receipt or packing slip describing what was purchased. If a vendor does not accept the Purchasing Card, provide the vendor's name, address and telephone number to the Procurement Card (P-Card) Program Manager/Administrator. The Charge Card Company will then contact the vendor to recommend participation in the Purchasing/Corporate (Travel) Charge Card Program.
 - a. **Card Rejections at Point-of-Sale (POS).** If an NPS Purchasing/Corporate (Travel) Card is rejected at the POS, and the cardholder feels the charge should go through (i.e., the charge is within the single transaction and monthly transaction limits established on the card), cardholders should call the VISA Customer Service phone number on the back of the card or contact the Procurement Card (P-Card) Program Manager/Administrator. Note: NPS credit cards do have some merchants' codes blocked. The blocked codes were established to prevent inappropriate procurements; however, occasionally vendors will either miscode themselves or the specific item being procured is appropriate, but the merchant category is blocked. In the case of blocked merchant codes or any other rejections the cardholder believes is not correct, contact the NPS Procurement Card (P-Card) Program Manager/Administrator for assistance. VISA only maintains information on rejected codes for 10 days.
2. *Receiving procedures.* Provide the receiving person with a list of what was ordered if delivery is directed to a location other than the cardholder's location. The cardholder should ensure that the receiving person verifies the items/services received to the sales receipt or packing slip before the ESP Transaction is reconciled.
3. *Tax Exemption.* Inform the vendor that as a public agency, NPS is exempt from paying state sales tax when placing an order using the Purchasing Charge Card. Tax charged to the Purchasing Card must be credited back to the card or reimbursed back to the district by the cardholder via money order or check. However, the Corporate (Travel) Charge Card and travel related services are not exempt from sales tax.
4. *Documentation.* For documentation not attached to the associated ESP transaction, keep on file at your school/department's location all documentation pertaining to the purchase. Group purchase/corporate (travel) cards will also utilize a log sheet for check-in/-out of cards to authorized users. Documentation shall be retained for 3 years, plus the current year.

B. Returns, Credits, and Disputed Items

In most cases, disputes can be resolved directly between the cardholder and the vendor. The cardholder shall adhere to the following guidelines when returning an item:

1. If an item needs to be returned for any reason, the cardholder shall send the item back to the vendor in the manner agreed upon.

The vendor should issue a credit to the cardholder's charge card for items returned. The credit will appear on a subsequent Charge Card Statement. Cardholders shall not accept cash (to include store gift cards or store vouchers) as an acceptable means of credit for the returned items.

The vendor should issue documentation of the return (such as a credit receipt) at the time the merchandise is returned. All documentation pertaining to the return must be kept on file by the cardholder for reconciling to the Charge Card Statement.

If the cardholder and the vendor cannot resolve a problem, the cardholder should document the dispute by clicking the "dispute" button within the ESP program applicable to the transaction in question and complete the steps instructed by the card company for "Disputing an Expense." Note: Disputed transactions in ESP should still be reviewed by the cardholder's and approvers for reconciling of the transaction. All disputes must be filed with SunTrust within 60 days of the billing date. Should you need additional assistance, please contact the Procurement Card (P-Card) Program Manager/Administrator.

C. Reconciling Charge Card Transactions

1. **Purchasing and Corporate (Travel) Card Reconciliation.** All reconciliation is conducted via ESP, the District's web-based credit card management program and all transactions posted in ESP **must** be reconciled by cardholder or proxy and complete the reconciliation process. Within several days of using the card, cardholders will receive an e-mail advising that the transaction has posted to ESP cardholder credit card and is ready for the cardholder review. The transaction is not to be reconciled until item(s) have been received or service has been rendered (exception to this is deposit payments for services) but not full payment before service is completed. To ensure transactions are reconciled in a timely manner to update NPS's financial accounting system, cardholders and supervisors are responsible for submitting and reviewing all transactions within 30 days for approval. All receipts and documentation shall remain at the school/department but must be attached in the ESP Transactions. For filing purposes, it is recommended cardholders or proxy reconcilers print an ESP memo statement on a monthly basis and attach applicable receipts and documentation.

a. **Required COMMENTS on ESP Transactions**

ESP credit card transactions are reviewed and coded by the Cardholder (or proxy) and forwarded to an Approver (typically the immediate supervisor) for review/approval. Often, many of these transactions do not have sufficient description for Approvers to identify or determine the appropriateness, legitimacy, or proper coding of the procured item. Although Approvers could flag and send these transactions back to Cardholders for comments, this back-and-forth process delays the timely processing of transactions. Therefore, Cardholders (or proxies) will provide amplifying comments for ALL transactions submitted to Approvers. These comments will explain what was purchased and for what purpose, as appropriate.

- 3rd Party Vendors – In general, purchase card transactions to third party payment services such as "PAYPAL" should not be used. In the event these services are the only means of P-Card payment, detailed comments in ESP shall include the original vendor's name and description of the product/service payment.
- Work Orders – Transaction citing work orders shall include, at a minimum, the complete work order number, and a brief description of what was purchased.

As part of the transaction review/resolution process, an Approver may require that supporting documentation be attached to the transaction(s) in ESP. Examples of required documentation include, but are not limited to, meeting/training agendas, purchase receipts, and pre-approvals. When additional documentation is requested or required to resolve a transaction(s), this requirement **MUST** be satisfied, or the transaction **WILL NOT** be approved.

NOTE: NPS credit cards with outstanding transactions that have not been submitted, reviewed, and approved within 30 days will be "suspended" (unable to charge) until these transactions are submitted, reviewed and approved.

b. **Corporate (Travel) Card and Expense Manager Reconciliation**

All travelers must use the Request for Itemized Reimbursement Form for any and all approved NPS travel events. Expenses should be entered within 30 days of the travel event, or earlier if the funding source is expiring. Out-of-pocket travel expenses include mileage, meals, taxis, parking fees, or other items not chargeable to the Corporate Travel Card. Charges paid by the Corporate Travel Card typically include hotel charges, airfare, rental cars and conference/event registration fees. Meals are consider out-of-pocket expenses for reimbursement. All receipts and supporting documentation must be attached to the ESP Corporate Travel Card related transaction(s) and also to the Out-of-Town Travel Reimbursement Form. Refer to the NPS Travel Regulations Manual located in the ZENworks Window, District Shared Drive Folder\shares\District_Share\Travel Folder for additional information and/or guidance to completing the Out-of-Town Reimbursement Form.

c. **Group Card Assignment and Reconciliation**

School/Department Group Charge Cards will be the responsibility of the applicable Principal/Department Head, who may assign a "Group Card Manager" as the custodian of the Group Card. Reconciliation will be conducted by matching transactions against the Group Credit Card Log (template form is available at the Purchases & Supply intranet website, under the Credit Card Program menu option).

6. Audit Program

Purchasing cards are encouraged to the maximum extent possible for routine purchases; however, this delegation of purchasing authority shall be monitored to help identify any card misuse and improper purchasing and reconciliation procedures. Supervisors are responsible for reviewing purchasing and corporate card transactions of subordinate cardholders. In addition, monitoring may include periodic audits conducted by the Department of Purchases & Supply, NPS Internal Auditor, and external auditors (both specific and as part of the district's annual audit). Audits will be random, or directed if there are questionable charges or an appearance of splitting transactions, etc. When required as part of an audit, cardholders shall provide all documentation supporting the charges on the card statement. This may include receipts, packing slips, fax backs, invoices, e-confirmations, explanations, etc., which clearly show the item(s) purchased and itemized costs. If an unsatisfactory or marginal audit is received, a re-audit is required within 60 days. Additionally, supervisors and/or the Procurement Card (P-Card) Program Manager/Administrator will take appropriate action relevant to the circumstances to include reducing card limits, card suspension or cancellation, disciplinary action, training, etc. Examples of inappropriate card use are:

f. ***Fraud***

Use of any NPS credit card to intentionally misrepresent, conceal activity, or manipulate procurement policies and procedures.

g. ***Transaction Splitting or Other Unauthorized Exceptions to Delegated Purchasing Authority***

Not only is splitting requirements a bad business practice that generally costs the district more than purchasing consolidated requirements, splitting requirements also is a violation of School Board policy on delegated purchase authority and **is prohibited**. Except for those vendors specifically authorized by the NPS Purchasing Manual (e.g., NPS contracted Office Supply vendor), requirements aggregating more than the card's \$2,500 single transaction limit (or other approved STL) shall not be broken down into several purchases less than \$2,500 merely to permit use of the NPS credit card and avoid preparing a MUNIS requisition. An illustration of a split transaction would be where a requirement can only be met by purchasing several separately priced items the total of which exceeds \$2,500 and would normally be purchased together but are purchased separately solely to avoid exceeding the \$2,500 threshold.

An example would be where a machine tool (priced below \$2,500) and several accessories or separately priced options (when added to the price of the machine tool exceed \$2,500) are necessary to have the required capability. The requirement is for the machine tool with the capabilities provided by the accessories. Therefore, the value of the requirement is the sum of the item costs and purchasing the items separately would be "splitting the requirement." Another illustration would be where it is known in advance that quantities of the same item valued below \$2,500 will be acquired with a total value over \$2,500, but the purchases are purposely split the same day or spread over time to stay below the \$2,500. Another example of splitting transactions is renting equipment that costs \$400 per month for 10 months. The total requirement or \$4,000, not \$400 once a month, should be considered. Other Unauthorized Exceptions to Delegated Purchasing Authority include those items that are centrally procured as cited in School Board Regulation DJAZ-R and the NPS Procurement Manual, paragraph II.A.2. An example includes hardware/software not meeting PC bundle standards and not approved by the CIO.

h. ***Misuse of Funds/Personal Charges/Abuse***

Personal charges of any kind to include travel expenses for a guest on the Corporate Card (see NPS Travel Regulations Manual). Any transaction identified as a personal expense will be resolved by immediate payment to NPS by personal check/money order or payroll deduction effective on the next pay period. (See Management of Funds, Section DA-R, School Board Policies and Regulations). Repeated incidents of using the NPS credit card for personal benefit or misuse of funds are classified as abuse.

i. ***Inadequate Documentation/Transaction Description***

Documentation which does not validate the purchase description entered during transaction sign-off. Acceptable documentation includes required comments, receipts, packing slips, e-confirmations, and/or invoices that clearly show the item(s) purchased and itemized costs. Additionally, descriptions/comments entered during transaction sign-off must include sufficient information to identify the appropriateness or legitimacy of the procured item. Transaction descriptions should include an explanation of what was purchased and for what purpose, as appropriate. NOTE: transactions related to work orders must include the complete work order number and a brief description of what was purchased.

j. ***Delinquent Accounts***

NPS credit cards with outstanding transactions that have not been submitted, reviewed, and approved within 30 days will be “suspended” (unable to charge) until these transactions are submitted, reviewed and approved.

k. **Sales Tax**

Failure to obtain tax exempt status on eligible purchases. (Refer to Purchasing Policies DJAZ-R. Purchasing Authority Regulation, section J for specific guidelines).

l. **Improper Coding and Insufficient Budget:** NPS credit card purchase transactions that do not cite correct or valid funding and account codes or using credit cards with insufficient budget.

Additionally, the following consequences will apply for violations or inappropriate card use as applicable:

VIOLATIONS	CONSEQUENCES
Fraud	1st Offense: Card revocation. Recovery of amount of non-approved purchases from employee. Discipline in accordance with NPS policies, including unpaid suspension and/or termination.
Transaction splitting and Other Unauthorized Exceptions to Delegated Purchasing Authority	1st Offense: 60-day card suspension; mandatory re-training; card STL reduced for 6 months. 2nd Offense: 120-day card suspension; mandatory re-training for cardholder and approver; card STL reduced for 12 months. 3rd Offense: Revocation of card(s) and approval rights. 4th Offense: Discipline in accordance with NPS policies, including unpaid suspension and/or termination.
Misuse of Funds Personal Charges/Abuse	1st Offense: Cardholder obtains credit from merchant or makes immediate payment to NPS by personal check/money order. 2nd Offense: 90-day card suspension; mandatory re-training; cardholder obtains credit from merchant or makes immediate payment to NPS by personal check/money order. 3rd Offense: Card revocation.
Inadequate documentation/Transaction description	1st Offense: Discussion with employee; follow-up audit in 60 days; 2nd Offense: 30-day card suspension; mandatory re-training; follow-up audit in 60 days 3rd Offense: 90-day card suspension; mandatory re-training for cardholder and approver; 4th Offense: Card revocation.
Delinquent accounts	1st Suspension: Card suspended until transactions have been submitted AND approved by Manager/Reviewer/Approver. 2nd Suspension: Mandatory re-training required before card is reinstated. 3rd Suspension: Cardholder/Proxy AND Manager must attend re-training. 4th Suspension: Revocation of card(s) and approval rights.
Sales tax (Refer to Purchasing Policies DJAZ-R. Purchasing Authority Regulation, section J for specific guidelines)	1st Offense: When cumulative tax per vendor exceeds \$5, cardholder obtains credit from supplier or documents attempt to obtain credit; otherwise reimburses NPS for sales tax. Additional Offenses: 30- or 90-day card suspension; if cumulative tax per vendor exceeds \$5, cardholder obtains credit from supplier or documents attempt to obtain credit; otherwise reimburses NPS for sales tax. Note: The tax consequence resets each fiscal year.
Repeated improper coding of transactions in ESP and Exceeding budgeted funds using credit cards	1st - 3rd Offense: Cardholder/proxy advised of coding error 4th Offense: Mandatory training for cardholder/proxy and 30-day card suspension and mandatory re-training for cardholder/proxy and approver. 5th Offense: Card revocation.

Spend Monitoring. The P-Card Manager/Administrator, analysts, or others will review the purchasing/corporate card transactions of all cardholders. Reviews will monitor spending appropriateness, including taxes paid, split purchases, and purchases greater than delegated purchasing authority. Additionally, Department of Purchases & Supply buyers will evaluate frequent spending to particular vendors or commodities to determine whether a term contract or price agreement should be established.

7. Credit Card Rebates:

Rebates will be deposited to the general fund. Rebates will not be distributed to Central Administration. Exceptions to the annual distribution plan shall be approved by the Superintendent.

C. Special Programs

The Senior Director of Purchases & Supply may establish term contracts and basic pricing agreements for placing orders by authorized personnel. Additionally, the utilization of cooperative contracts and agreements (e.g., state, regional, city, and educational) is encouraged where prices are competitive and buyer efficiencies and economies of scale can be realized.

1. Copier/Printer Program

In an effort to reduce costs, to include maintenance, support and training, while also improving customer service, NPS has established copier equipment standards that minimize the number of manufacturers and models. At the same time, NPS's procurement strategy is to use the "managed print" model, where the device throughput determines cost with a fixed unit "click charge." The click charge typically includes consumable supplies (less paper) and maintenance in accordance with the terms of the district's maintenance agreement. See the NPS Intranet site on Term Contracts and Price Agreements for more information

2. General Services Administration (GSA) Schedules

Certain GSA schedules are authorized for use by local governments and school districts. In particular, the E-Government Act of 2002 included a provision for the use of GSA Multiple Award Schedules to purchases of information technology equipment, software and services only (Schedule 70). Additionally, the Federal Local Preparedness Acquisition Act authorizes schools use of GSA schedules for alarm and signal systems, facility management systems, law enforcement and security equipment, special purpose clothing and related services (Schedule 84). NPS may use authorized GSA Schedule 70 and 84 vendors, with the following provisions and guidance

- GSA contracts include "most favored customer pricing" provisions and Schedule prices are the maximum prices a vendor may charge. In any case, negotiation is often successful in significantly lowering prices.
- Competition is still required, in accordance with NPS thresholds. Furthermore, competition may be broadened to include other current NPS vendors and other available cooperative contracts (e.g., State, City, other school districts, etc.). When comparing non-GSA quotes/offers to GSA vendors, price and other factors must be evaluated, including warranty and significant terms & conditions.
- Best value factors can be utilized.
- Because purchases from the GSA Schedule are not required to follow traditional timelines set forth in the Virginia Public Procurement Act, the competition and award phases may be expedited.
- Additional information regarding cooperative use of GSA Schedule 70 can be found at: <http://www.gsaelibrary.gsa.gov/ElibMain/ElibHome>

3. Procurement Using Federal Funds

Revised Procurement Requirements when using Federal Funds (Regulation: 2 CFR 200.317-326)

General Standards:

- a. Documented Policies
- b. Necessary
- c. Full & Open Competition
- d. Conflict of Interest
- e. Documentation

Competition

All Procurement transactions must be conducted in a manner providing FULL and OPEN competition

- In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be **EXCLUDED** from competing for such procurements
- Cannot use "brand name," rather allowing for "an equal" product

Sole Source limitations

To comply with Fair & Open Competition, one or more of the following 'standards' **MUST** apply:

- Available only through a single source (e.g., author and only publisher/distributor of printer materials)
- Public exigency or emergency will not permit delay required for competition (excludes late planning)
- Awarding agency has expressly authorized a noncompetitive process, after solicitation of a number of sources
- After solicitation of a number of sources, competition is deemed inadequate

Cost-Price Analysis requires:

- Independent estimates obtained **before** issuing IFB or RFP
- Market comparison prices
- Profit must be negotiated as a separate element of the price

4. School Nutrition Programs Procurement

School Nutrition serves nutritious meals to support academic achievement and lifelong, healthy food choices. We purchase products that are, to the greatest extent possible:

- **Healthy:** Whole grain, reduced sodium, reduced sugar. Free from trans fats, MSG, High Fructose Corn Syrup, and artificial sweeteners.
- **Safe:** Delivered on time in a clean truck, with adequate refrigeration (as appropriate). No decay or damage. Proper paperwork.
- **Preferred by students:** Items/brands are pre-approved and/or ruled out during student taste-testing, for which documentation is maintained.
- **Fresh and minimally processed:** Pre-cut produce must be processed within three days of delivery. Shelf-life must meet or exceed specifications.
- **Farm to School/Seasonal/Harvest of the Month/Locally grown**
- **Clean label:** As few ingredients as necessary to yield a high quality, nutritious product
- **Culturally Relevant**
- **Designed to reduce environmental footprint**
- **Aligned with NPS Wellness Policy.** The cafeteria is seen as an extension of the classroom.

In addition to compliance with NPS policies, procedures and purchasing authority, the department of School Nutrition will also utilize the following procurement practices, as per USDA policy enforced by the VDOE

(<http://www.doe.virginia.gov/support/nutrition/index.shtml>).

1. **Buy American Provision:** This provision of the National School Lunch Act requires schools to purchase, to the maximum extent possible, domestic commodities and products. A domestic commodity or product is an agricultural commodity that is processed in the United States, and/or a food product that is processed in the United States substantially using agricultural commodities that are produced in the United States. Buy America Provision is included in solicitation documents and product specifications.
2. **Cost or Price Analysis:** Bidder's offered price will be evaluated, using known indicators of reasonableness for comparison. These indicators include previous contract pricing, previous vendor responses to IFB's, published price indexes, cooperative contracts, or other published pricing. Associated costs for labor, supplies and equipment will also be considered. Requests for price increases during renewal periods may require additional documentation from the vendor.
3. **Geographic Preference:** May be used within a solicitation to indicate preference for local products or services. Geographic preference language allows School Food Authorities to define what they consider to be local. Unless otherwise specified, local will be defined as produced or grown in the state of Virginia.
4. **Food Recalls:** School Nutrition employees will follow Standard Operating Procedure #703, found in the HACCP Manual. (See Appendix P)

Inclusion of the Byrd Anti-Lobbying Amendment: The Byrd Anti-Lobbying Amendment requires a lobbying certification to be obtained for procurement contracts of more than \$100,000. Any vendor whose contract award is for more than \$100,000 must complete a Certification Regarding Lobbying form which will be part of the solicitation and required to be signed and returned by the vendor in the solicitation packet. Form can also be obtained at (https://forms.sc.egov.usda.gov/efcommon/eFileServices/eFormsAdmin/SF-LLL_9707V01.pdf). NPS School Nutrition office must keep this signed certification statement on file with a copy of the vendor's contract., as part of the solicitation required signed document.

The following conduct will be expected of all persons who are engaged in the awarding and administration of contracts supported by school food and nutrition program funds. These written standards of conduct include:

1. No employee, officer, or agent of Norfolk Public Schools shall participate in the selection or in the award or administration of a contract supported by program funds if a conflict of interest, real or apparent, would be involved.
 - a. Conflicts of interest arise when one of the following has a financial or other interest in the firm selected for the award:
 - i. the employee, officer, or agent,
 - ii. any member of the immediate family,
 - iii. his or her partner, or
 - iv. an organization which employs or is about to employ one of the above.
2. Norfolk Public Schools employees, officers, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to sub-agreements.
3. Penalties for violation of the standards of code of conduct of the Norfolk Public Schools School Child Nutrition Program should be at the discretion of the School Board of the City of Norfolk

5. On-Line Internet Shopping

The utilization of on-line catalogs (e.g., eSchoolMall) is encouraged or even mandated for certain NPS term contracts. Especially for small purchases, there are several shopping comparison websites (a.k.a., **shopping bots**) that can quickly provide competitive quotes. These sites include:

Froogle.com*, PriceGrabber.com, PriceWatch.com, Shopping.com, Shopzilla.com, YahooShopping.com, eBay.com
 *Search web on own vs. provide merchant-supplied data

To ensure NPS is getting best value for the items procured, buyers or end-users should be familiar with the items' performance history or rating. For occasional procurements of unknown equipment models/types outside an NPS standard, references or 3rd party reviews should be sought. One on-line source for professional reviews is: Consumersearch.com. The following websites offer useful technology reviews, buying guides, explanations, and launch news: Cnet.com, Gizmodo.com, Engadget.com, Howstuffworks.com.

6. Textbook Program

The textbook program is centrally managed. The textbook procurement cycle involves new adoptions approved by the School Board, current (maintenance) adoption, out-of-adoption, and final disposition/sale. A specific schedule will be updated and distributed each school year. The following approximate timelines show key events in the new adoption textbook procurement cycle and the current (maintenance) and out-of-adoption textbook procurement cycles

a. New Adoption Procurement Cycle

Timeframe	Task	Responsible Department
September	Develop Timeline – Specific to Content Area	Purchasing & Curriculum & Instruction
November	Establish Textbook Adoption Committee according to School Board Policy IIAA	Curriculum & Instruction (School Board Approval)
November	Adoption Committee to sign Procurement Ethics Statement	Purchasing
November	Develop Instructional and Additional Requirements	Purchasing & Curriculum & Instruction
December	Send requirements/specifications to State Approved publishers	Purchasing
January	Receive Proposals from publishers on State Approved List	Purchasing
January	Receive textbook samples	Curriculum & Instruction
January	Distribute Proposals to Committee	Purchasing

Timeframe	Task	Responsible Department
February	Review textbooks, proposals, and short list publishers	Purchasing, Curriculum & Instruction & Committee
February	Submit student requirements to Purchasing	Curriculum & Instruction & Special Education
February	Submit teacher numbers to Purchasing	Curriculum & Instruction & Special Education
February	Enrollment Projections submitted to Purchasing	Assessment, Research & Accountability
February	Requirements compared to Projections and Synergy enrollment	Purchasing
February	Notify schools of dates to expect textbook samples	Curriculum & Instruction
February	Textbook samples and Evaluation Forms are delivered to schools	Purchasing & Curriculum & Instruction (Purchasing assists with Evaluation Form Template)
February	Textbooks reviewed and evaluated at school level	Adoption Committee, Teachers, School Administrators
March	Publisher Presentations to Adoption Committee	Curriculum & Instruction, Purchasing, Publishers
March	Adoption Committee ranks textbooks and identifies final package / Evaluation Forms to Purchasing	Curriculum & Instruction, Purchasing & Adoption Committee
March	Negotiations with #1 ranked publisher(s)	Curriculum & Instruction & Purchasing
April	Present textbook adoption recommendation to School Board	Curriculum & Instruction
April	Contract(s) Signed	Purchasing
June/July	Textbook orders submitted to publishers	Purchasing
July/August	Materials received and checked by the schools	Schools
End of August	Teachers return to school	
September	School begins	

b. Current (Maintenance) And Out-Of-Adoption Procurement Cycle

Timeframe	Task	Responsible Department
April – May	Schools to conduct Inventory of ALL Student Editions	Schools
May	Negotiate with Used Textbook companies to pick up Out-of-Adoption textbooks, if required	Purchasing
May	Contract(s) awarded to Used Textbook companies for Out-of-Adoption textbook removal – Information forwarded to schools	Purchasing
May	Textbook Inventory completed and final counts sent to Purchasing and Instruction	Schools
May - June	Additional Current Maintenance textbook needs identified and orders submitted for new school year	Schools
June / July	Textbooks ordered and/or intra-System transfer of excess textbooks	Purchasing
June	Out-of-Adoption textbook removal to be completed by this date	Purchasing
June/July	Materials received and checked	Schools
End of August	Teachers return to school. Re-confirm textbook requirements and submit orders as required.	Schools
September	School begins	

c. Textbook Funding: New adoption textbooks are centrally funded. Current maintenance textbook budgets are site-based funded, with a budget allocation based on student counts. Senior Coordinators of core textbooks and electives for the Elementary and Secondary Schools will approve current maintenance requirements. Supplemental or ancillary materials, not part of the new adoption process, are paid using the school's current maintenance allocation. Other specific funding issues are:

- Enrollment Increases: In the years following the new adoption year, where schools experience an enrollment

increase above their initial new adoption textbook allotment, textbook requirements should first be filled from any available excess textbooks (typically from schools experiencing decreases in enrollment). Failing that, the new adoption central account will pick up the cost.

- New Advance Placement (AP) and Elective Courses: A new course added to a school should be treated as a new adoption; however, the addition of AP and Elective courses must be approved by Academic Division before a school can order textbooks.

- d. Textbook Adoption Cycle: 7 years (used books will be purchased, if available, for all current maintenance requirements in years 4-7 of the adoption cycle).

D. Direct Payment of Invoices

Designated individuals with purchasing and budget authority must approve all NPS purchases. Invoices should be paid utilizing the purchasing/corporate card or a pre-approved purchase order. Direct payment of invoices, without the proper purchasing and budget approval, is not allowed. For purchases within the designated purchasing authority of principals/department heads (generally less than \$2,500), principals/department heads are responsible for delegating purchasing and budget authority and determining whether purchases are authorized. If an invoice is received without a purchase order, and it cannot be paid by NPS credit card or an approved school activity fund (SAF) check (SAF checks shall only be used for SAF funded items less than \$2,500 – reimbursements from the operating fund are generally not allowed), a MUNIS purchase requisition must be entered for the proper budget and purchasing approvals. When the designated purchase authority did not initially approve the procurement and a proper method of procurement was not utilized, an Unauthorized Commitment and Procurement Ratification Approval Request shall be submitted with the approved MUNIS Purchase Requisition (See Appendix *Ratification Form*). Note: The Ratification Approval Request is optional for procurements within the principals/department heads purchasing and budget authority (generally \$2,500).

E. Employee Expenses/Reimbursements

Employee expenses/reimbursements will generally be made through Payroll, to include travel/lodging/per diem and tuition assistance provided direct to employees. Employees should see NPS Accounting Policies and Procedures Manual and/or NPS Travel Regulations Manual for additional information on processing these expense reimbursements.

F. Non-Professional Services

This section describes procuring non-professional services from non-governmental sources. Contracting for these services should be treated the same as any other procurement transaction. Non-professional services are defined as those services not within the scope of the practice of accounting, actuarial services, architecture, dentistry, land surveying, landscape architecture, law, medicine, optometry, pharmacy, professional engineering, or the services of an economist procured by the State Corporation Commission (ref: Virginia Code §2.2-430I). A Consultant/Individual Service Contract Form template, used for contracts less than \$100,000, is available on the Department of Purchases & Supply intranet site under Purchasing Forms. When the estimated cost of materials, equipment, or supplies amounts to fifty percent (50%) or more of the total expenditure, it is not considered a contractual service and shall be obtained using the procedures for the procurement of goods. Any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of \$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract (Code of Virginia, § 2.2-4308.2.).

1. INDIVIDUAL SERVICES

Departments/schools that want to contract with individuals are cautioned that problems have arisen with the Federal Internal Revenue Service (IRS) concerning withholding and Social Security taxes where the individual performs under the supervision and control of the agency and an employer-employee relationship has been determined to exist. To ensure the proper processing of these requirements, these requirements should be coordinated with Human Resources, Payroll, and Purchases & Supply Department. Factors, indicating whether an individual is an employee or an independent contractor, are listed in the IRS Pub 15A (Employer's Supplemental Tax Guide) at: www.irs.gov/pub/irs-pdf/p15a.pdf. An Individual Services versus NPS Employee Determination Worksheet is a helpful tool provided on the Purchases & Supply Intranet site, under Purchasing Forms.

2. CONSULTANT SERVICES

Consultants provide information, assistance, and guidance of a purely advisory nature, usually in the form of a report or other deliverable, setting forth alternative courses of action and recommendations based on the expertise possessed by the outside individual, firm or organization. Such advice or assistance does not relieve NPS management of responsibility for its final decision. Use of consultants is a legitimate means to improve government services and operations. The process for selecting an outside consultant should be objective, unbiased, and should encourage those qualified to offer their services. Standard procurement procedures are utilized, and several methods can be used to develop a pricing schedule and payment to include:

- Lump sum or fixed price for the total project, including transportation, lodging, meals, and incidental expenses.
- Hourly rate plus cost reimbursement, with a ceiling on the total contract; payment will be made only for hours used at the agreed rate and cost incurred. Items for which cost reimbursement will be made must be specifically indicated in the solicitation and resulting contract
- An incentive fee arrangement designed to motivate the contractor to complete the project early or achieve specified economies.

G. Professional Services

1. **General.** Professional Services as defined in § 2.2-4301 of the *VPPA* means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, professional engineering, and the services of an economist procured by the State Corporation Commission.
2. **Legal Services and Expert Witness.** Information on the use of legal services and expert witness may be obtained from the Attorney General's Office.
3. **Competitive Negotiation.** Competitive negotiation shall be used for the procurement of professional services as provided for in the *Code of Virginia*. Annex 7-C provides guidelines for negotiated procurements. Note that solicitations for professional services shall not request that offerors furnish estimates of man-hours or cost for services (*Code of Virginia*, § 2.2-4302.2).
4. **Professional Services Small Purchases.** The small purchase threshold for the procurement of professional services is \$80,000. Procurements up to \$80,000 for Professional services may only be procured by other than competitive negotiation if the agency has implemented small purchase procedures in accordance with the *Code of Virginia*, § 2.2-4303G. Procurements shall follow the agency's implemented procedures or § 2.2-4302.2 and include a tiered award clause as specified in Special Term and Condition M. Additionally, architectural, landscape architectural, land surveying and professional engineering services shall be purchased in accordance with the Construction and Professional Services Manual (CPSM), issued by DGS/Division of Engineering and Buildings. Public posting is required for professional service procurements over \$30,000.

H. Commercial, Promotional, and Corporate Sponsorships and Partnership Agreements

See School Board Policy KQ for the conditions and specific authority to enter into these type arrangements. Procedurally, agreements with or without monetary compensation should be submitted with a purchase requisition, accompanied by the requirements in KQ, paragraph D (use Sponsorship/Partnership Agreement Form or equivalent). Additionally, the purchase requisition should include the Sole Source Approval/Justification Request Form, if applicable.

Contract Administration (Post-Award)

The administrator should be the end user of the contract or one who has a vested interest in the procurement who will be responsible for the proper adherence to all contract specifications by the contractor. Contract administration shall be delegated in writing by the using agency designating a specific individual or position, highlighting important aspects of the contract, and distinguishing between the administrator's authority and that which must remain a function of the purchasing office. Specific delegated tasks should be outlined in the designation letter which may include acceptance of goods or services, approval of invoices, scheduling and monitoring of project progress, coordination of the provision of agency or other resources when part of the contract, and favorable or critical feedback to the contractor and buyer. All continuous or term contracts shall be assigned an administrator in writing. (See APSPM Annex 10-C). For agency specific term contracts procured on behalf of an agency by DPS, upon award the agency shall designate a contract administrator.

Contract administration begins after award of the contract or purchase order, or when the purchase is made with a credit card. The purpose of contract administration is to assure that the contractor's performance is in accordance with the terms and

conditions of the contractual agreement. The integrity of the public purchasing system demands that goods and services be furnished, received, invoiced, and paid as specified in the contract. Contract administration includes all actions taken by NPS relative to a specific contract after the award. The type of contract and pricing arrangement will prescribe the type and extent of required administrative efforts. Firm fixed-price contracts are usually less costly to administer, because it typically only requires proper receiving and verification of the invoice against the contract price. For other types of contracts (e.g., time & material and consulting cost reimbursement contracts), more extensive contractor performance and cost monitoring is required. One of the most important contract administration responsibilities is effective monitoring and reporting of contractor performance. Less than satisfactory vendor performance needs to be reported immediately to the Department of Purchases & Supply. Overall, performance (either good or bad) needs to be reported, especially at time of contract renewal. A Vendor/Product Performance Evaluation Form is provided as Appendix *Vendor/Product Performance Evaluation Form*.

A. Receiving Goods and Services

When the vendor delivers goods or completes services, the receiver or requestor must verify quantities delivered and compliance with purchase order or contract specifications. If there is a noncompliance issue, call the buyer. For MUNIS purchase orders, follow MUNIS Accounts Payable and Procurement Manual procedures for entering PO Receivers. For purchasing/corporate card receipts, see the purchasing card procedures above (Section III. B).

NPS is required by law to pay vendor invoices promptly. The clock starts upon receipt of the goods or services or receipt of the invoice, whichever is later. Failure to make payment within this timeframe requires payment of interest as charged by the supplier not to exceed 1% per month. It is critical that receiving reports be processed promptly to avoid such penalties. Interest penalties may be charged back to your budget if you fail to promptly submit receiving reports.

B. Software License Accountability

Utilization of licensed software must be in accordance with the terms and conditions cited on the license. Software licenses will be maintained by the organization/person that procured the software, or the policy and procedures set by the Senior Director of Information Technology. Many licenses are now cited on the invoice and should be retained accordingly.

C. Vendor Debarment and Suspension

Policy and procedures for vendor debarment and suspension can be found in the NPS Vendor's Manual.

D. Contract Renewal and Extension

Renewal. A term contract may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period of time. However, no contract may be renewed, and no additional consideration may be paid unless specifically provided for in the original contract. Often indices such as the Consumer Price Index (CPI) or Producer Price Index (PPI) are used as a benchmark in pricing renewal options and assist in determining price reasonableness. Price increases should not be given automatically at renewal. It is the responsibility of the contractor to request a price increase, if desired, up to the amount authorized by the index referenced in the contract. The agency may then negotiate the amount of the increase up to the indexed amount.

Extension. An agency may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. No additional consideration exceeding the contracted price may be paid to the contractor. Also, in exceptional or extenuating circumstances a contract may be extended by mutual consent for a limited period of time, not to exceed six (6) months. This action shall be taken in writing prior to the expiration of the current contract.

E. Vendor Default

A contractor is considered in default if he or she fails to perform in accordance with the terms and conditions of the contract (e.g., late delivery, nonconformance to specifications). The following factors should be considered prior to taking any action:

- a. The specific reasons for such failure (see NPS Vendors Manual)
- b. The period of time needed to obtain the goods or services from other sources compared to the time delivery or performance could be accomplished by the delinquent contractor.

If it is determined that a contractor is in default, a Procurement Complaint Form should be issued and distributed followed by a "Notice to Cure" if unacceptable vendor response, resolution, or action is received. A cure letter may also be issued at the same time as the Procurement Complaint Form. Resolution of performance issues should progressively start with the filing of the Procurement Complaint Form.

F. School Nutrition Handling a Food Recall

Policy: School Nutrition employees will follow proper procedures in the event of a product recall.

Procedures

1. All sites will follow state or local health department requirements, as well as any directives issued by USDA or VA Department of Agriculture.
2. The School Nutrition Director or Operations Manager will review the food recall notice and specific instructions that have been identified in the notice.
3. The School Nutrition Director or Operations Manager will communicate the food recall notice to feeding sites as appropriate.
4. The school sites and central kitchen will hold the recalled product as follows:
 - a. Physically segregate the product including any open containers, leftover product, and food items in current production that items contain the recalled products.
 - b. If an item is suspected to contain the recalled product, but label information is not available, follow the district's procedure for disposal.
 - c. Mark recalled product "Do Not Use" and "Do Not Discard." Inform the entire staff not to use the product.
5. The School Nutrition Director will inform the school district's public relations coordinator of the recalled product as appropriate.
6. The School Nutrition Director or Operations Manager will identify and record whether any of the product was received in the district, locate the food recall product by feeding site, and verify that the food items bear the product identification code(s) and production date(s) listed in the recall notice.
7. The District Supervisors will obtain accurate inventory counts of the recalled products from every feeding site, including the amount in inventory and amount used.
8. The School Nutrition Director or Operations Manager will account for all recalled product to the greatest extent possible, by verifying inventory counts against records of food received at the feeding site.
9. USDA commodity food will not be destroyed without official written notification from the State Distributing Agency, USDA Food Safety Inspection Services (FSIS), or State or local health department.

Verification and Record Keeping

1. School Nutrition employees will record the name of the contaminated food, date, time, and the reason why the food was discarded on the Break In/ Damage Report. Additional documentation may be required, depending on the nature of the recall.

Monitoring

1. The School Nutrition Manager will verify that appropriate corrective actions are being taken by reviewing, initialing, and dating the Break In/Damage Report.
2. District Supervisors will follow up with each school to ensure proper procedure has been taken.

Corrective Action

1. The School Nutrition Manager and/or District Supervisor will retrain any employee found not following the procedures outlined in this SOP and document training in employee's file. Repeated failure to follow procedures after retraining will result in progressive disciplinary action.
2. The School Nutrition Director or Operations Manager will determine if the recalled product is to be returned and to whom or destroyed and by whom.
3. The School Nutrition Director or Operations Manager will notify feeding site staff of procedures, dates, and other specific directions to be followed for the collection or destruction of the recalled product.
4. The School Nutrition Director or Operations Manager will consolidate the recall product as quickly as possible, within 30 days after notification.
5. Conform to the recall notice using the following steps:
 - a. Report quantity and site where product is located to manufacturer, distributor, or State agency. The quantity and location of the affected USDA commodity food must be submitted to the State Distributing Agency within 10 calendar days of the recall.
 - b. Obtain the necessary documents from the State Distributing Agency for reimbursement of food costs.
 - c. Complete and maintain all required documentation including:
 - Recall notice
 - Records of how food product was returned or destroyed
 - Reimbursable costs
 - Public notice and media communications
 - Correspondence to and from the public health department and State agency

Surplus Items

For maximizing budget resources, schools/departments should always consider reutilizing assets within the School District and utilizing other surplus/excess material and equipment from other public bodies or commercial vendors, when it is cost-effective to do so. See the Environmental Purchasing Policy paragraph above on readily available surplus material and equipment, and additional information on procuring State and Federal surplus property. The Commonwealth of Virginia's Surplus Program offers both Federal and State surplus items to schools, prior to public sales (go to the SURPLUS tab at <http://dps.dgs.state.va.us/dps/>).

The Senior Director, Purchases & Supply Department is the designated NPS representative for authorizing the procurement of State & Federal surplus property. School/Department personnel that want to procure items on-line or at the Commonwealth's Richmond Surplus Distribution Center, should contact Purchases & Supply Department to get the proper authorization for selecting and signing for property to be used for school purposes. NPS also participates in an Internet surplus program called ePublicSurplus. The Accounting (Fixed Asset) Office will notify NPS schools/departments of excess material and equipment available for procurement from other NPS schools/departments. Additionally, surplus and excess property can be viewed on the NPS Intranet (see the Purchases & Supply section), or go directly to www.publicsurplus.com/va/nps/employee and enter the following registration code: WED 98 BEG 59

Schools/departments that have excess material or equipment should declare these items in accordance with the NPS Accounting Policies & Procedures Manual. Accounting (Fixed Assets) will provide disposition instructions to schools/departments.

Preliminary Sales Offering of Surplus Property to Eligible Organizations: Political Subdivisions, School Divisions and Qualified Non-Profit 501(c) Organizations. Part of the mission of the Commonwealth's surplus property activity is to support public institutions and certain non-profit organizations by making available useful materials and property at a reasonable price. Therefore, prior to initiating any public sale or auction, surplus materials may first be offered at the items fair market value to these institutions, which are political subdivisions of the Commonwealth (local governments and other public bodies), schools, and qualified non-profit 501(c) organizations. Qualified non-profit 501(c) organizations are defined as approved for the distribution of federal surplus materials. Contact the OSPM office for eligibility questions.

Appendices

1. Solicitation Specifications

Definition: A specification is a description of the technical requirements for a material, product, or service that includes criteria for determining whether these requirements are met. A specification may describe the performance parameters which a supplier has to meet, or it may provide a complete design disclosure of the work or job to be done. Specifications for service or software application solicitations normally take the form of a statement of work (SOW).

Specifications can either enhance or inhibit competition. It is NPS policy that competition be sought to the maximum feasible degree and specifications enhance, not inhibit, competition. The following specification (descriptive) categories are listed in the preferred order of use:

- a. **Generic (Performance and Design).** Buyers should analyze incoming requirements with a view towards soliciting the requirement on a generic specification basis. Under appropriate circumstances, performance specifications (setting forth the performance requirements), design specifications (setting forth the essential characteristics of the items solicited), or a qualified products list (QPL) may be used.
- b. **Brand Name or Equivalent.** When it is determined to be impractical to develop a generic specification, a brand name may be used to convey the general style, type, character, and quality of the article desired. Unless otherwise provided in the IFB the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand or manufacturer named. Any article which the state, 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 (Code of Virginia, § 2.2-4315). When brand or manufacturers' names are specified, and one or more of these are known to be Virginia brands or manufacturers, those known to be Virginian shall be listed first prior to listing non-Virginia brands or firms. When a brand name or equivalent specification is used, salient characteristics should be listed.
- c. **Proprietary.** A proprietary specification restricts the acceptable products to those of one or more specified manufacturers. It is appropriate to use a proprietary specification when the desired product must be compatible with or is an integral component of existing equipment or products, or where prequalification of products is necessary to support specific needs

of a program; is covered by a patent or copyright; must yield absolute continuity of results; or is one with which a user has had extensive training and experience, and the use of any other similar piece of equipment would require considerable reorientation and training. Upon solicitation, every effort must be made to obtain full competition among the distributors which carry the manufacturer's product. The determination for the use of a proprietary specification shall be made in advance, in writing, and be included in the procurement file.

- d. **Vendor Assistance in Specification Preparation.** Advice or assistance may be received from a vendor in identifying the features and characteristics needed by NPS; however, no person who, for compensation, prepares an Invitation to Bid or Request for Proposal for or on behalf of a public body shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) disclose to any bidder or offeror information concerning the procurement which is not available to the public. However, NPS may permit such person to submit a bid or proposal for that procurement or any portion thereof if NPS (School Board or School Board Purchasing Agent) determines that the exclusion of such person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of NPS (Code of Virginia, § 2.2-4373). This does not prohibit NPS schools and departments and vendors from freely exchanging information concerning what is sought to be procured and what is offered. The name of the vendor(s) providing assistance must be submitted with the requisition to the purchasing office. Such information is helpful to the buyer when identifying restrictive or proprietary features which could be challenged by other bidders or offerors causing delays and/or cancellations. Although Statements of Works (SOWs) for services, including software applications, can vary significantly by complexity and the type of service required, the following generic sample SOW format layout highlights some of the basic elements that are typically covered to some degree:

- i. INTRODUCTION/OVERVIEW – This is your mission statement which broadly states what is to be accomplished or intended to be accomplished (goal).
- ii. BACKGROUND – Brief description of the NPS environment (e.g., facilities, IT infrastructure, staff, # of students, etc.).
- iii. SCOPE – Description of the scope of work and (if applicable) a work breakdown structure (WBS).
- iv. OBJECTIVES – Specific objectives that the SOW will achieve consistent with the Scope.
- v. REFERENCES – A list of all documents or portions of documents referenced in the SOW.
- vi. REQUIREMENTS – The “heart” of the SOW – tasks, deliverables, schedule, and assumptions
- vii. TASKS – Tasks in sequential order, methodology, specifications/performance requirements, standards, locations, travel, testing, etc.
- viii. DELIVERABLES – Work products, reports, meetings, reviews, etc.
- ix. ACCEPTANCE CRITERIA – Statement detailing the process used to verify work has been accomplished in accordance with the contract.

2. Competitive Sealed Bidding (IFB) Process

For Goods and Non-professional Services over \$200,000 (*Code of Virginia* § 2.2-4301)

- I. PURPOSE
- II. SCOPE OF WORK/DESCRIPTION OF ITEMS (SPECIFICATIONS)
- III. PREBID CONFERENCE
- IV. GENERAL TERMS AND CONDITIONS
- V. SPECIAL TERMS AND CONDITIONS
- VI. METHOD OF PAYMENT
- VII. PRICING SCHEDULE
- VIII. ATTACHMENTS

IFB STEP-BY-STEP PROCEDURES

The following step-by-step procedures are provided as a guide on how to properly prepare an IFB when soliciting competition for goods or nonprofessional services. These procedures apply to both sealed and unsealed bids.

1. DETERMINE REQUIREMENTS

What is needed, how much, where, and when. In addition, a cost estimate should be prepared to assist in the determination as to whether or not sealed or unsealed bids should be solicited. The estimated or anticipated value of the contract must be determined first. This is the dollar value for the initial period of the contract and includes all possible renewal periods.

2. DO PROCUREMENT PLANNING

Refer to chapters within this manual for guidance in determining the following: procurement lead time available, whether the procurement is for goods or nonprofessional services, whether your agency has authority for the procurement, if

approval of another agency is required, the type of specifications or scope of work to be used, need for a site visit or Prebid conference, the method of procurement to be used, if the procurement is to be set-aside for small business, etc.

3. PREPARE THE IFB

Use the sequence shown in the table of contents in this Appendix.

- I. PURPOSE: If it is a complex or involved procurement, a purpose or summary statement of what is required should be included on the first page of the document. A purpose statement is not used for routine purchases of goods or services where it is readily apparent from the product or service name what is wanted.
- II. SCOPE OF WORK/DESCRIPTION OF ITEM: Describe in complete detail the service to be performed or what is to be purchased, including quantity, as applicable. Specifications or drawings, if applicable, may be referenced and attached. **This is the most important section of the IFB because this is what bidders base their bid prices upon.** The following are examples of the beginning language:
 - A. GOODS (FURNISH ONLY): “The contractor shall furnish and deliver each of the following described item(s):”
 1. The purchase description(s) must be complete and specify the minimum needs of the agency. Specifications may allow for bidding on a brand name or equivalent basis, if applicable.
 2. Other items that should be addressed in the purchase description or in the Special Terms and Conditions, as appropriate, include but are not limited to inside delivery, set up and assembly, removal of trash, warranty, maintenance, packaging, etc.
 - B. GOODS (FURNISH AND INSTALL): “The contractor shall provide all labor, supervision, equipment, tools, materials and incidentals necessary to furnish and install (state product). All equipment, materials and installation work shall comply with this specification, the Virginia OSHA Standards, and the Virginia Uniform Statewide Building Codes.”
 - C. SERVICES: “The contractor shall furnish all labor, supervision, equipment, tools, parts, and materials, as necessary, to maintain the (type of equipment) listed in accordance with manufacturer’s service manuals (or other).”
 1. Ensure that the scope of work is complete. The contractor cannot be required to perform omitted work items.
 2. Other items that should be addressed, as appropriate, include but are not limited to repair response time, contractor certification-license requirements, workmanship, repair and maintenance records, working hours, overtime, agency-furnished materials, etc.
- III. PREBID CONFERENCE: If a Prebid conference is desired, indicate date, time, place and whether attendance is mandatory or optional. See *Appendix Competitive Sealed Bidding (IFB) Process* for procedures.
- IV. GENERAL TERMS AND CONDITIONS: Include the general terms and conditions for goods, services, or non-capital outlay projects as appropriate. See APSPM Appendix B. (or T&C database which corresponds with the APSPM Appendix B: Terms & Conditions.)
- V. SPECIAL TERMS AND CONDITIONS: Select applicable special terms and conditions. Other special terms and conditions may be developed and included, as appropriate.

The following special terms and conditions must be included in IFBs, as indicated:

- A. AUDIT: Term contracts only.
- B. CANCELLATION OF CONTRACT: Term contracts only. Provides the cancellation of the contract by the agency without penalty when it is determined to be the best interest of the Commonwealth. This clause is not to be used to terminate a contract for default (APSPM Appendix B, Section II (or T&C database)).
- C. BID ACCEPTANCE PERIOD: If it is anticipated that it will take in excess of 30 days to make an award then the IFB should contain a bid binding clause, e.g., 45 days, 60 days, etc.
- D. BID EVALUATION AND AWARD PROCEDURE: The IFB must specify how the award will be made, e.g., line item, extended grand total lump sum, hourly rate, etc., and if single or multiple awards. If the award is to be made on other than a lump sum, single hourly rate, or line-item basis, the IFB must specify how the low bidder will be determined. The use of hypothetical situations, e.g., certain number of hours times the hourly rates, etc. is recommended. Such scenarios detailing the evaluation equation must state the factors that will be considered (hourly rates, overtime rates, holiday rates, cost of materials used, etc.) – e.g., hourly rate X 25 + overtime rate X 10 + holiday rate X 3 + price for CH&E pump model #4200 = Total sum. Weighted percentage factors times the bid rates may also be used; **however, the percentage factors to be used must be shown in the IFB.** Except when life cycle costing principles are employed, price is the sole determining factor under IFB procedures if the bidder is a responsive and responsible bidder.

- E. RENEWAL OF CONTRACT: No term contract can be renewed unless a renewal clause is included in the IFB. (See APSPM Appendix B, Section II (or T&C database))
- F. SMALL BUSINESS SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Required where the prime contract is in excess of \$100,000 unless the solicitation has been set-aside for small businesses or no subcontractor opportunities exist. (See APSPM Appendix B, Section II, 36. (or T&C database)).
- G. STATE CORPORATION COMMISSION FORM: Required of all bidders pursuant to Title 13.1 or Title 50 (See APSPM Appendix B, Section II, 64. (or T&C database)). Include SCC Form, *Appendix State Corporation Commission Form*, in Invitation for Bids.

VI. METHOD OF PAYMENT: Specify when payment will be made, e.g., upon delivery, monthly, quarterly, completion of project, etc. In addition, specify when and where invoices are to be submitted, e.g., by the 10th of the month following the month services were rendered, upon shipment, completion of project, etc. The method of payment should be specified in the IFB.

VII. PRICING SCHEDULE: Provide space and specify how price is to be submitted, e.g., lump sum, hourly rate, unit price, etc. For example: Lump Sum \$; Each \$.(See *Section II.A.8*).
Time & Material Service Contracts: Where several categories of labor prices are requested, the following statement should be included in the pricing schedule. "Any bidder who enters \$0 on a pricing blank or leaves it blank shall be considered nonresponsive."

VIII. ATTACHMENTS: List all applicable attachments with a brief statement on their purpose.

4. ISSUE THE INVITATION FOR BIDS

Prepare the IFB cover sheet, identify potential sources, prepare a bidder's mailing list, advertise in the *Virginia Business Opportunities*, if appropriate, and publicly post the IFB and/or advertise in a newspaper of general circulation.

A. COVER SHEET: Use the coversheet format on Appendix *Competitive Sealed Bidding (IFB) Process*

1. IFB#: A control number must be assigned to each IFB issued for identification purposes.
2. ISSUE DATE: This is the date that the IFB is publicly posted and sent to potential bidders.
3. TITLE: Designate if set-aside for small businesses. Use the following format (in all capital letters): "SET-ASIDE FOR SMALL BUSINESSES" followed by the title of the commodity or service being procured (e.g., SET-ASIDE FOR SMALL BUSINESSES - Security Services).
COMMODITY CODE: Assign 5-digit commodity code from commodity code book.
4. PERIOD OF CONTRACT: The IFB must state either "from date of award," or specified date to a specified ending date, or delivery of goods or services. If it will be a renewable term contract, put the word "renewable" in parenthesis after the "through" date if the contract contains a renewal clause. This will let potential bidders know right away if you anticipate the contract to go beyond the initial period.
5. SEALED BIDS WILL BE RECEIVED UNTIL: Specify the exact date and time which must be at least 10 days after the issue date for sealed solicitations. If the procurement does not meet the criteria for sealed bids, the wording may be changed to say, "unsealed bids" and delete the words, "And then opened in public." If unsealed bids are solicited, include a fax number on the cover sheet for bids to be sent by fax.

B. IDENTIFY POTENTIAL SOURCES: Select appropriate number of sources to solicit. Prepare a solicitation list (see 2.3 and 3.10).

C. Post in eVA VBO.

D. ADVERTISING: Agencies may also post on a designated bulletin board (normally outside the purchasing office) where the general public has access to it or notices may be published in a newspaper of general circulation, at least 10 days prior to the date set for receipt of bids or both (see 3.18 for more information on public posting).

5. CONDUCT PREBID CONFERENCE AND/OR SITE VISIT

Prebid conferences and/or site visits are required for procurements over \$200,000. See APSPM 4.3e for policy and *Appendix Competitive Sealed Bidding (IFB) Process* for guidelines on conducting Prebid conferences and site visits. It is recommended that conferences not be made mandatory unless the procurement is so complex that attendance at the conference is required to understand the requirements of the procurement.

6. ISSUE ADDENDUM/ADDENDA

Issue addendum/addenda to correct errors, change bid due date, or to make any needed changes that were identified during the Prebid conference, site visit, etc. See *Appendix Sample Addendum to Solicitation* for sample addendum. Upload

addenda to the VBO Ads web link on the eVA web site.

7. RECEIVE BIDS

Receive bids until the due date and time specified in the IFB. Publicly open bids follow receipt or at the date and time specified in the IFB (see 3.1e). Unsealed bids may be opened and tabulated upon receipt.

8. TABULATE THE BIDS, DETERMINE RESPONSIVENESS, AND EVALUATE

A. TABULATE BIDS: A bid tabulation form should be prepared showing all the vendors solicited, description of item/service, bid prices, bids not returned, and the total price.

B. DETERMINE RESPONSIVENESS AND EVALUATE BIDS: Review all the bids to determine if the bids conform in all material respects to the IFB (see 3.21). Substitution or addition of the bidder's own contractual terms, taking exception to any of the terms and conditions or specification requirements, failure to submit a bid bond if required in the IFB, failure to sign the bid, submission of sample goods which do not meet the specification, failure to acknowledge receipt of an addendum which affects price, quantity, quality, or delivery, etc., providing multiple prices for performing a service where a single price was solicited, failure to provide prices for all categories of labor in the pricing schedule of a time and materials service contract (if required), may make a bid nonresponsive. See *Vendors Manual*, Section 5.13, for guidelines on mistakes and informalities in bids. Evaluate all responsive bids in accordance with the bid evaluation procedure contained in the IFB to determine the low bidder.

9. DETERMINE RESPONSIBILITY OF THE LOW BIDDER

See 3.20 for guidance. If references were requested to be submitted with the bid, prepare questions, call references, and record their responses. In addition, visit the bidder's shop/office, if necessary, to satisfy any concerns about the bidder's capability to perform the service or provide the product.

10. POST NOTICE OF INTENT TO AWARD

Post for 10 days if a protest of the award is anticipated, otherwise, issue award. See APSPM 3.18c & d, and *Appendix Sample Notice of Award*.

11. REQUEST INSURANCE CERTIFICATE (OPTIONAL)

If the solicitation specified insurance and the agency desires to verify the bidder's coverage under the provisions of the insurance clause, the buyer may request the bidder to provide a certificate of insurance for the required coverage.

12. AWARD CONTRACT

Use Notice of Award (see *Appendix Sample Notice of Award*) or an eVA Order, as appropriate. Awards shall be posted on the DGS/DPS eVA web site.

13. POST AWARD

The award of a contract is the end of one phase of procurement and the beginning of another equally important phase. This latter phase is contract administration. Its purpose is to assure that the contractor's total performance is in accordance with all the terms and conditions of the contract. An individual should be assigned in writing to be responsible for contract monitoring and oversight. Any deviation from contract requirements must be brought to the attention of the contractor and immediate corrective action required (see APSPM Chapter 10).

INVITATION FOR BIDS (IFB)

Issue Date:

IFB# _____

Title:

Commodity Code:

Issuing Agency: Commonwealth of Virginia

Using Agency And/or Location
Where Work Will Be Performed: _____

Period Of Contract: From _____ Through _____ (*Renewable).
(* If contract has renewal clause)

Sealed Bids Will Be Received Until (Time and Date) _____

For Furnishing the Goods/Services Described Herein and Then Opened in Public.

All Inquiries for Information Should Be Directed To: _____ Phone: (____) _____.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO:

Street Address	Building	Floor	Room No.
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In compliance with this Invitation For Bids (IFB) and all conditions imposed in this IFB, the undersigned firm hereby offers and agrees to furnish all goods and services required by this IFB at the prices indicated in the pricing schedule, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

* Virginia Contractor License No. _____ * SBSB-certified Small Business No. _____

Class: _____ Specialty Codes: _____

Name And Address of Firm:

Zip Code: _____

eVA Vendor ID or DUNS #: _____

Fax Number: (____) _____

E-mail Address: _____

Date: _____

By: _____

(Signature In Ink)

Name: _____

(Please Print)

Title: _____

Telephone Number: (____) _____

* PREBID CONFERENCE: A (mandatory/optional) Prebid conference will be held on _____ at the _____ (Reference: Paragraph ____ herein). (If mandatory add: "NO ONE WILL BE ADMITTED AFTER (Time)") * If special ADA accommodations are needed, please contact (Name) at (phone number) by (date).

* Delete if not applicable.

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.

PREBID OR PREPROPOSAL CONFERENCE CHECKLIST

The following points are to be considered when Prebid or preproposal conferences are used:

___ Requirement: Prebid or preproposal conferences are required for complex and/or large dollar value (over \$100,000) solicitations.

Preparation:

___ Reserve a meeting room suitable to accommodate the anticipated attendance. Be sure the site is accessible; if outside, specify an alternate date in the event of inclement weather.

___ Coordinate with the user to determine who will speak for the requisitioning activity and conduct the conference and/or site visit.

___ Have extra copies available of the solicitation and all attachments.

___ Electronically record the meeting or have someone take notes.

___ Have a sign-in register prepared.

Conduct of Conference/Site Visit:

___ Note the date, time, location, and name of solicitation for recorded conferences. If this is a mandatory conference and a cutoff time for late arrivals was stated in the solicitation, remind attendees, and enforce it.

___ Welcome participants and introduce key people.

___ Require all present to sign the register and include their title or position and the firm or agency they represent.

___ Explain the purpose of the conference/site visit - how it is to be conducted, how any addenda are issued, if necessary, and whether attendance is mandatory or not, etc. Advise all participants if the conference is to be recorded, and request that they state their name and affiliation each time they ask a question or make a statement. Attendees are to be told that no changes resulting from the conference are official unless issued in writing in the form of an addendum.

___ The solicitation serves as the agenda for the conference. Review the solicitation on a page-by-page basis with emphasis on special conditions, specifications, and site conditions that must be addressed in solicitation responses.

After the conference:

___ Review the transcript or recording to determine the need for revising the solicitation by issuing an addendum.

___ If an addendum is to be issued, prepare it as indicated in the example provided in Appendix *Sample Addendum to Solicitation*.

NOTE: The spokesperson for the agency should:

- control the conference/site visit
- consider all vendor comments
- encourage vendor participation; and
- repeat all questions and answers to ensure that they are heard and understood; and
- at the conclusion, summarize what was discussed

State personnel at the conference should not:

- express opinions on the validity of the requirements
- tell vendors how to do their job
- discuss the pros and cons of vendor questions with other State personnel in front of the vendors
- take a vote of the vendors on a question relative to the solicitation; or argue with vendors at the conference.

3. Competition Negotiations (RFP) Process

For Goods and Non-professional Services over \$200,000 (*Code of Virginia* §2.2-4302.2)

- I. PURPOSE
- II. BACKGROUND
- III. STATEMENT OF NEEDS
- IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS
- V. EVALUATION AND AWARD CRITERIA
- VI. REPORTING AND DELIVERY INSTRUCTIONS
- VII. PREPROPOSAL CONFERENCE
- VIII. GENERAL TERMS AND CONDITIONS
- IX. SPECIAL TERMS AND CONDITIONS
- X. METHOD OF PAYMENT
- XI. PRICING SCHEDULE
- XII. ATTACHMENTS

COMPETITIVE NEGOTIATION STEP-BY-STEP PROCEDURES

The following step-by-step procedures are a guide on how to properly prepare an RFP for the procurement of goods or nonprofessional services by competitive negotiation.

1. PREPARE THE REQUEST FOR PROPOSAL (RFP)

Competitive negotiation is a method of contractor selection which includes issuance of a written RFP indicating in general terms that which is sought to be procured, specifying the factors that will be used in evaluating the proposals, and containing or incorporating by reference the applicable contractual terms and conditions including any unique capabilities or qualifications which will be required of the contractor (*Code of Virginia*, § 2.2-4302.2). The RFP should be prepared using the sequence shown on Annex 7-B. The use of this procedure by state agencies standardizes format and makes it easier for state personnel to prepare, evaluate, award, and administer a competitive negotiation program. It also makes it easier for vendors to understand and respond to RFPs. Determine if the procurement is to be set-aside for small businesses.

Preparing the RFP - The following is an explanation of the contents of each section of an RFP. Not all sections need be used in every RFP.

I. PURPOSE

Include a brief statement of the purpose of the RFP. The following are typical examples of language used in writing this section for goods and services.

- A. Goods: "The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the (purchase/lease-purchase/lease/rental) of (generic commodity description) by the (agency name)."
- B. Services: "The purpose of this Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiation for the purchase of (type of consultant services/type of maintenance services/type of other nonprofessional services) by the (agency name)."

II. BACKGROUND

Optional. If used, the brief narrative should describe historical facts or events leading up to the present requirement for that which is to be purchased. It sets the stage for the proposed procurement.

III. STATEMENT OF NEEDS:

- A. The Statement of Needs should describe in general terms, the service to be performed or the goods to be purchased, including quantity, if applicable. Specifications and/or drawings may be referenced by attachment.
- B. Items that should be addressed in the Statement of Needs include the specific tasks, subtasks, parameters, and limitations restricting such task or subtasks which should be accomplished and/or considered by the contractor or included in the final product. Consequently, each task should be numbered and organized in such a manner as to identify it as an individual task among many. This is one of the most important sections of the RFP, because it is the section upon which the offerors will base their proposed prices.

- C. Other items that should be addressed, as appropriate, include but are not limited to, agency furnished materials such as State plans, statistical reports, office space, personnel, response times, workmanship, working hours, overtime, access to work site, etc.
- D. The following content information and language usage should be observed in writing the Statement of Needs:
 - 1. Do not include Proposal Preparation and Submission information in the Statement of Needs section of the RFP. Likewise, do not place Statement of Needs requirements in the Proposal Preparation and Submission Instructions Section of the RFP (see IV, Proposal Preparation and Submission Instructions).
 - 2. In stating a requirement or fact, avoid duplication unless necessary. Duplicating a requirement, especially if it is worded differently, may be confusing. The weaker construction of two different sentences addressing the same requirement may be construed to govern in case of controversy. Courts normally rule against the writer of a document in such matters.
 - 3. Use the word “contractor” in the Statement of Needs to describe the person/firm under contract. Use the word “offeror” to describe who is to submit a response to the RFP. Do not use the words offeror, successful proposer, consultant, vendor, selected firm and provider or other similar nouns to identify the contractor. These terms may create severe problems since they also identify other types of persons besides a contractor. Be consistent in the use of a term to describe a person, function, action, item, or organization. For example, do not identify a person or role as a “Project Leader” in one instance and then subsequently identify the same person as a “Project Manager” in another sentence. Technically, two different positions may contractually exist in a case of strict interpretation. More importantly, the offerors may be confused by the use of different terms.
 - 4. Use the words “must” or “shall” only for those areas which are mandatory; that is, they are required by law or regulation or are such that they cannot be waived and are not subject to negotiation. The writer should avoid the use of such phrases as “The contractor will ...” and “The report is to be completed by” to describe a mandatory requirement. These, and other similar expressions, may be construed as future tense or as a condition of fact rather than a mandatory requirement.
 - 5. The words “should” and “may” are to be used to describe an advisory or permissible action for which negotiations are anticipated or desired.
- E. The following are samples of the beginning language:
 - 1. Goods: “The contractor shall furnish each of the following described item(s):”
 - a. The description must specify the minimum desired functions of the item(s) and/or the desired characteristics, design, etc., if applicable. The use of brand names is more appropriate in an IFB than an RFP.
 - b. Other items that should be addressed include but are not limited to inside delivery, set up and assembly, removal of trash, warranty, maintenance, packaging, etc., as appropriate.
 - 2. Consultant Services: “The contractor shall furnish all labor and resources to conduct a management study of (name of specific area, etc.) for the purpose of analyzing and recommending appropriate changes to improve efficiency, etc.”
 - 3. Nonprofessional Services: “The contractor shall furnish all labor, materials, etc. to provide Janitorial Services/Dental Services/Food Service Operations/etc. to the (name of the agency or specific areas, etc.).”

IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. GENERAL INSTRUCTIONS

This section is used to inform the potential offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the offerors, etc. To reduce administrative burden and costs, request enough copies so that each evaluator is provided a copy. The following are sample paragraphs normally used in this section.

- 1. RFP Response:
In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and () copies of each proposal must be submitted to the issuing agency. No other distribution of the proposal shall be made by the offeror.
- 2. Proposal Preparation:
 - a. Proposals shall be signed by an authorized representative of the offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - c. Proposals should be organized in the order in which the requirements are presented in the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subletter, and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - d. As used in this RFP, the terms "must", "shall", "should" and "may" identify the criticality of requirements. "Must" and "shall" identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as "should" or "may" are highly desirable, although their absence will not have a large impact and would be useful but are not necessary. Depending on the overall response to the RFP, some individual "must" and "shall" items may not be fully satisfied, but it is the intent to satisfy most, if not all, "must" and "shall" requirements. The inability of an Offeror to satisfy a "must" or "shall" requirement does not automatically remove that Offeror from consideration; however, it may seriously affect the overall rating of the Offerors' proposal.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
 - f. Ownership of all data, materials, and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*. Trade secrets or proprietary information submitted by an offeror shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the offeror must invoke the protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document or prequalification application, line-item prices, and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection of the proposal. If, after being given reasonable time, the offeror refuses to withdraw an entire classification designation, the proposal will be rejected.
3. Oral Presentation:
Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the agency. This provides an opportunity for the offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of these presentations. Oral presentations are an option of the purchasing agency and may or may not be conducted.

B. SPECIFIC PROPOSAL INSTRUCTIONS

Use this section to inform the potential offerors of the information that must be submitted with their proposals. The information requested is used as the basis for developing the proposal evaluation criteria. The following is a sample of the beginning language and examples of typical specific requirements:

"Proposals should be as thorough and detailed as possible so that the (agency name) may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. Return the RFP cover sheet and all addenda acknowledgments, if any, signed and filled out as required.
2. Offeror Data Sheet, included as an attachment to the RFP, and other specific items or data requested in the RFP.
3. A written narrative statement to include:

- a. Experience in providing the goods/services described herein.
- b. Names, qualifications, and experience of personnel to be assigned to the project.
- c. Resumes of staff to be assigned to the project.
4. Specific plans for providing the proposed goods/services including:
 - a. List of proposed equipment/goods/etc. including operating parameters, illustrations, etc.
 - b. What, when and how the service will be performed.
 - c. Time frame for completion (if not otherwise specified by the agency in the statement of needs).
5. Proposed Price. Indicate in the pricing schedule, Section XI of the RFP, if provided.
6. Small Business Subcontracting Plan – Summarize the planned utilization of DSBSD-certified small businesses under the contract to be awarded as a result of this solicitation. This is a requirement for all prime contracts in excess of \$100,000 unless no subcontracting opportunities exist. (See 3.10 h and Appendix B, Section II, 36.) Complete Annex 7-G.
7. State Corporation Commission Form: Required of all offerors pursuant to Title 13.1 or Title 50 (See Appendix B, Section II, 64.). Include SCC Form, Annex 7-I, in Request for Proposals.

V. EVALUATION AND AWARD CRITERIA

This section is in two parts. The first part, “Evaluation Criteria,” tells the offerors how the proposals will be evaluated. **The criteria must be developed from the items asked for in the “Specific Proposal Instructions” section.** The RFP shall indicate whether a numerical scoring system will be used in the evaluation of proposals. The point values assigned to each of the evaluation criteria shall be included in the RFP or be posted in the location used for public posting of procurement notices prior to the due date and time. Prepare a written evaluation plan showing the maximum point values to be assigned to each of the evaluation criteria appearing in the RFP. It is suggested that the point values assigned to the evaluation criteria when totaled equal 100. The second part is the “Award of Contract” clause that states how the award will be made. Select from Appendix B, Section II, the appropriate award clause. The following is a **sample** of the beginning language and example evaluation and award criteria that can be modified to reflect the agency’s needs:

A. EVALUATION CRITERIA:

“Proposals shall be evaluated by the (name of issuing agency) using the following criteria:”

Instructions to Buyers: The basis for evaluation must be known in advance. Phrases such as “and any other criteria the State may decide to use” are not specific, violate the intent of the General Assembly expressed in § 2.2-4300C of the *Code of Virginia*, and shall not be used. Experience and qualifications not only of the firm but also of the personnel to be assigned to the contract shall be included in the “Experience and qualifications” criterion, when appropriate (e.g., services, furnish and install).

These are examples of **typical criteria** used. There is no specific number required but the number should normally be kept to no more than five criteria. The numerical weight assigned to each criterion must be determined by the agency and stated in the RFP, or they must be assigned and posted prior to the opening of proposals. The weights shown here are **only for illustration purposes, except the weight for the small business subcontracting plan shall not be less than 20% of the total point value.** A DSBSD-certified small business that serves as a prime vendor will receive full credit for small business utilization. Other businesses will receive credit based on their Small Business Subcontracting Plan.

<u>FOR SERVICES</u>	<u>POINT VALUE</u>
1. Specific plans or methodology to be used to perform the services	25
2. Price	25
3. Experience and qualifications of personnel assigned to perform the services	20
4. Small Business Subcontracting Plan	20
5. References from other clients	10
TOTAL	100

<u>FOR GOODS</u>	<u>POINT VALUE</u>
1. Quality of equipment offered and suitability for the intended purpose	25
2. Experience and qualifications of personnel in providing the goods	20
3. Price	20
4. Small Business Subcontracting Plan	20

5. Maintenance Support	10
6. Scope and suitability of training offered to State personnel	5
TOTAL	100

Note: If the solicitation has been set-aside for small business or no subcontracting opportunities exist (see 3.10 h), the criteria for Small Business Subcontracting Plan and the point value associated with this criterion will be deleted. The point value shall be re-allocated to the other evaluation criteria.

B. AWARD OF CONTRACT

See Appendix B, Section II for the appropriate clause.

VI. REPORTING AND DELIVERY INSTRUCTIONS

This section is mandatory if the anticipated value of the contract exceeds \$100,000, to include all renewal periods. When used, this section should identify all documentation, reports, etc., and the specific delivery date for each deliverable item that the contractor must furnish during the contract period. In writing this section, the following typical language is provided as an example:

- A. "The contractor shall provide the following documentation to (a specific person or title) for approval by the agency"
- B. "The contractor shall provide a (weekly/monthly) progress report to (a specific person or title) outlining the following:"
 - 1. The specific accomplishments achieved during the reporting period.
 - 2. The specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks.
 - 3. The projected completion dates for the remaining specific tasks required by the contract.
- C. "Within thirty (30) calendar days after the award date of the contract, the contractor shall furnish a preliminary outline of the organizational structure of the final report to (a specific person or title)."
 - 1. The preliminary outline shall delineate the main topics and subtopics that will later be described in detail in the final report.
 - 2. Beneath each topic and subtopic, the contractor shall furnish a brief narrative description of the subject matter encompassed by the topic or subtopic.
 - 3. The agency shall have the right to edit, modify and/or rearrange the organizational structure, topics, and subtopics as it deems necessary to ensure the inclusion of all work required by the contract.
- D. "At least two (2) weeks prior to the submission of the final report, the contractor shall present a preliminary draft of the final report to (a specific person or title). The agency shall have the right to modify and/or to require additional elaboration as it deems necessary to insure a comprehensive and thorough written study of all work required by the contract."
- E. "On or before the date specified in the contract, a final report shall be delivered to (a specific person or title) for its approval. The contractor shall furnish () copies of the final report."
- F. "The contractor shall make at least one (1) oral presentation of the final report to persons or organizations as deemed necessary by the agency."

NOTE: The requirement to provide a report or other deliverable may be mandatory; however, the specific content of the report, format, etc. may be negotiable. Language which can be used may be, "The contractor shall provide a monthly progress report to (a specific person or title). These reports should contain the following information: . . ."

- G. See 3.10 h. outlining requirements for a Small Business Subcontracting Plan in solicitations where the prime contract is in excess of \$100,000. Prime contractors are required to complete Annex 7-G which should be attached to the RFP solicitation. For competitive negotiation, the Small Business Subcontracting Plan shall be used as one of the evaluation criteria. A DSBSD-certified small business who serves as prime contractor will receive full credit for subcontracting for work performed by such prime. See Appendix B, Section II, 36 for the special term and condition that may be included in RFPs requiring the contractor to provide evidence of compliance with this requirement. Receipt of a small business subcontracting plan may be a condition of the award and if so, a requirement for a

report from the prime contractor must be stated in the solicitation indicating the frequency of the report required in the contract.

VII. PREPROPOSAL CONFERENCE

If a preproposal conference is desired, indicate date, time, place, and whether attendance is mandatory or optional. See Appendix B, Section II for correct wording.

VIII. GENERAL TERMS AND CONDITIONS

Include the general terms and conditions for goods and services. See Appendix B, Section I. Use the additional general terms and conditions in Appendix B, Section III, for non-capital outlay construction projects, as appropriate. Delete General Terms and Conditions that are not applicable to the procurement such as clauses Q, R, S which are not applicable to service contracts, clause T for goods purchases.

IX. SPECIAL TERMS AND CONDITIONS

Select from Appendix B, Section II, all applicable special terms and conditions. Other special terms and conditions may be developed and included, if approved by your agency's legal advisor.

The following special terms and conditions must be included in all RFPs or as indicated:

- A. AUDIT: Term contracts only.
- B. CANCELLATION OF CONTRACT: Term contracts only. Provides for the cancellation of the contract by the agency without penalty when it is determined to be in the best interest of the Commonwealth. This clause is not to be used to terminate a contract for default (see Appendix B, Section II).
- C. RENEWAL OF CONTRACT: A term contract normally cannot be renewed unless a clause of this type is included in the RFP (see Appendix B, Section II).
- D. SMALL BUSINESS SUBCONTRACTING PLAN AND EVIDENCE OF COMPLIANCE: Required where the prime contract is in excess of \$100,000 unless the solicitation has been set-aside for small businesses, or no subcontracting opportunities exist. (See 3.10 h and Appendix B, Section II). When this term and condition is used then include Annex 7-G in solicitations to be completed by the offeror.

X. METHOD OF PAYMENT

Specify when payment will be made, i.e., monthly, quarterly, completion of project, etc. In addition, specify when invoices are to be submitted, i.e., by the 10th of the month following the month services were rendered, upon shipment, upon completion of project, etc. The solicitation shall identify the anticipated type of payment, e.g., SPCC, check, EDI, etc.

XI. PRICING SCHEDULE

Provide space and specify how price is to be submitted, i.e., lump sum, hourly rate, unit price, etc. For example: Lump Sum \$ _____

XII. ATTACHMENTS

List any attachments including their purpose.

2. PREPARE COVER SHEET AND ISSUE THE REQUEST FOR PROPOSALS

XIII. COVER SHEET: Utilize the cover sheet format on Annex 7-B.

- A. RFP#: A control number should be assigned to each RFP issued.
- B. TITLE: If set-aside in accordance with the Small Business Enhancement Award Priority, under 3.10(g) use the following format "Small Business Set-Aside Award Priority" followed by the title of the commodity or service being procured (e.g., Small Business Set-Aside Award Priority - Security Services).
COMMODITY CODE: Assign the appropriate five-digit commodity code for either goods or services.
- C. ISSUE DATE: This is the date that appears on the RFP and is the date the RFP is to be publicly posted and mailed to selected sources.
- D. PERIOD OF CONTRACT: The RFP must state: From - "date of award" or a specified date, Through - a specified date, a specified number of days after award, "completion of project," or a specified delivery date.
- E. SEALED PROPOSALS WILL BE RECEIVED UNTIL: Specify the exact date and time for receipt of proposals, at least 10 calendar days from date of issue. Public openings of proposals are not required but may be held if desired. If a public opening is held, add "And Then Opened in Public" after the date and time stated on the cover page of the solicitation.

- XIV. **IDENTIFY POTENTIAL SOURCES:** A sufficient number of sources (a minimum of four) must be solicited
- XV. **PUBLISH:** Post in eVA VBO. If set-aside in accordance with the Small Business Enhancement Award Priority under 3.10(g). Select “Small Business Set-Aside Award Priority” once the set-aside box has been checked in VBO
- XVI. **ADVERTISING:** Agencies may also post on a designated bulletin board where the general public has access to it. Notices shall also be published in a newspaper or newspapers of general circulation in the area in which the contract is to be performed (see 3.18).

3. SELECT AN EVALUATION PANEL

Select and assign a proposal evaluation panel. The evaluation panel should be kept small, three to five is recommended, including the buyer or some other person knowledgeable of the VPPA, the *Vendors Manual* and the *Agency Procurement and Surplus Property Manual (APSPM)*. Experience has shown that larger panels are unwieldy and make it difficult to coordinate meetings and negotiating sessions and to reach evaluation decisions.

Provide members of the evaluation panel a copy of VPPA, Article 6. Ethics in Public Contracting and have them sign a non-disclosure statement (Annex 7-J) concerning conflict of interest.

4. CONDUCT PREPROPOSAL CONFERENCE AND/OR SITE VISIT

Conduct preproposal conference and/or vendor visit of work site, if required in the RFP. See Annex 6-E for guidelines. If a preproposal conference or site visit is required, a roster signed by those attending shall be made.

5. ISSUE ADDENDUM

If necessary, issue an addendum to correct errors, change proposal due date, or to make any other changes that have been agreed to as a result of the preproposal conference, site visit, etc. See Annex 6-F for sample addendum. Addenda must be posted on the DGS/DPS eVA web site.

6. RECEIVE PROPOSALS

Receive proposals at the date and time specified. Publicly open them if indicated on the cover sheet. A public opening is not required by law. If a public opening is held, read only the names of the offerors. See 3.1e for proposal opening procedure. Unsealed proposals may be opened and evaluated upon receipt. For late sealed proposals, the envelope shall be date and time stamped, marked “late” and retained unopened in the procurement file.

7. BUYER REVIEW OF PROPOSALS FOR COMPLIANCE WITH THE RFP

After proposals are opened, the buyer/contract officer must review them for completeness and compliance with mandatory requirements. If a proposal is found either to be missing items of information required to be included by the Specific Proposal Instructions or to indicate noncompliance with one or more mandatory requirements of the RFP, immediately notify the offeror. Give the offeror a reasonable time to provide the missing information or furnish evidence of intention to comply with the mandatory requirement(s). Failure to furnish the information within the time allowed will adversely affect the scoring of the proposal.

8. PROVIDE INSTRUCTIONS TO EVALUATION PANEL

The buyer/contract officer should prepare written instructions for the evaluation panel detailing the actions to be taken to evaluate the proposals and provide the instructions and copies of the proposals to each evaluator. The original proposals are to be retained and readily available.

- I. The evaluators are instructed to identify and list areas of apparent noncompliance or areas needing clarification in each proposal.
- II. The evaluators are instructed to conduct a preliminary independent and impartial appraisal and prepare a tentative handwritten analysis describing the rationale leading to specific conclusions on the strengths and weaknesses of each proposal.
- III. The evaluators should be instructed not to contact any of the offerors. They must also be instructed not to reveal any information or tentative conclusions on the relative merits of proposals.

9. EVALUATE PROPOSALS

- I. The chairperson should determine that all preliminary studies have been completed by each member.
 - A. The evaluator’s lists of apparent noncompliance and questionable areas are reviewed by the committee as a group and a determination made as to the need for clarification from the offeror.

If a question/answer clarification conference is scheduled, the committee may defer final decisions related to noncompliance with mandatory requirements. Such a conference may be held with any or all of the offerors.

- B. If a question/answer conference is considered necessary, the chairperson will schedule the conference using the following guidelines:
 1. The conference may be conducted by using one of two methods: (1) in person or (2) via the telephone. On larger and more complicated projects, the in-person technique is encouraged.
 2. The activities of the conference are limited to clarification or verification of the offeror's written proposal. Negotiations are not conducted at this point.
 3. The offeror may be required to document an answer if such a written clarification is determined to be in the best interest of the Commonwealth.
 4. Proposals that are substantially incomplete or fail to meet mandatory requirements and the offeror has failed to agree to remedy the situation should be eliminated from further consideration.

- II. If reference checks or any tests or inspections are required by the evaluation criteria, proceed as follows:
 - A. The evaluation committee must contact the references for each offeror.
 - B. A written questionnaire identifying the reference and questions asked should be developed. A brief summary of the answers is recorded on the form and becomes part of the file.
 - C. If equipment is required by the RFP, a demonstration test is permissible provided that such requirements are specifically set forth in the RFP.
 - D. On-site inspection of an offeror's facilities by the evaluation committee is permissible for the purpose of verifying facts presented in the proposal. Arrangements for on-site tests and inspections should be coordinated with the offeror(s) by the buyer/contract officer.

III. COMPLETE EVALUATION BY ASSIGNING POINTS

The proposals must be assigned points in accordance with the evaluation criteria in the RFP.

- A. The lowest price shall be scored the maximum number of evaluation points for price. The lowest price is then divided by each of the higher offeror's proposed price in turn. The quotient is then multiplied by the points assigned for price to determine the evaluation points to be assigned to each higher price proposal.

	<u>Lowest Price Offered</u>	=	% Factor X Maximum Available Points	=	Points Assigned
	Price of Offer being Evaluated				
Offeror/Price	<u>Lowest Offeror's Price</u>	=	% Factor	x	<u>Maximum Eval PTS</u>
	Offeror's Price				(25) *
A	<u>24,250</u>		75		25
\$32,500	32,500				18.75
B	<u>24,250</u>		100		25
\$24,250	24,250				25
C	<u>24,250</u>		93		25
\$26,350	26,350				32.25
D	<u>24,250</u>		88		25
\$27,600	27,600				22

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

- B. When assigning points for subjective evaluation criteria, the best proposal for each criterion shall receive the highest points for that subjective criterion (not necessarily the maximum) with the other proposals receiving fewer points according to the evaluator's judgment. Although the scoring of points for other than cost is a matter of subjectivity, the committee member's judgment must be based on fact as presented in the proposal, question/answer conference, etc. An offeror should not be penalized because of lack of experience with the agency itself, but should be judged, among other considerations, on the relevancy of experience and expertise wherever it occurred. Likewise, an offeror should not be given an unfair advantage of points simply because of a previous contractual relationship with the agency. The relevancy of such experience in terms of the RFPs statement of needs, however, may be judged. Points should not be manipulated to favor a preferred supplier but be assigned in an impartial manner.
- C. One consensus evaluation form should be prepared showing as a minimum: (1) names of the committee members, (2) names of all offerors including those that were removed from further consideration, (3) evaluation criteria and maximum point values for each, (4) average of points assigned to each offeror. Individual committee members' written comments and points assigned should be included in the procurement file once the consensus evaluation form is prepared to support their consensus.

- D. When assigning points for the Small Business Subcontracting Plan criteria, a DSBSD-certified small business, which shall include women-owned and minority-owned businesses and businesses with DSBSD service-disabled veteran owned status when they have also received DSBSD small business certification, who serves as the prime contractor, will receive the maximum number of evaluation points for this criteria. The weight for the small business subcontracting plan shall not be less than 20% of the total point value. See Annex 7-G, Section A of the Small Business Subcontracting Plan. Example: 20 points available for Small Business Subcontracting and the Offeror is a DSBSD-certified small business then that Offeror would receive 20 points. No further subcontracting would be required.
- E. Other businesses that are not DSBSD-certified small businesses will receive credit based on their Small Business Subcontracting Plan not to exceed 75% of the points assigned to this evaluation criterion i.e., 20 points X 75%= 15 points. Points will be assigned based on each offeror's proposed subcontracting expenditures with DSBSD-certified small businesses for the initial contract period as indicated in the offeror's submitted subcontracting plan in relation to each offeror's total price. See Annex 7-G, Section B of the Small Business Subcontracting Plan for proposed small business subcontracting expenditures. The Offeror's proposed subcontractor use of DSBSD-certified small businesses is divided by the Offeror's total proposed price. The quotient is then multiplied by the points assigned for the criteria to determine the evaluation points to be assigned.

	Offeror's proposed use of DSBSD-certified <u>small businesses as subcontractors</u> Offeror's Price	=	% Factor X Available Points	=	Points Assigned
Offeror/Price	Offeror's proposed use of DSBSD-certified <u>small businesses as subcontractors</u> Offeror's Price	=	% Factor	x	Points (15) * = Points Assigned
A	<u>15,250</u>		10		15
\$152,500	152,500				1.5
B	<u>26,800</u>		17		15
\$158,000	158,000				2.5
C	<u>43,251</u>		26		15
\$166,350	166,350				3.9
D	<u>95,904</u>		54		15
\$177,600	177,600				8.1

10. SELECTION OF OFFERORS AND PREPARATION FOR NEGOTIATION

- I. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors included in the Request for Proposal. The selection is based upon the Evaluation Committee's score. Negotiations shall be conducted with each of the offerors so selected. Should the evaluation committee determine in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The determination shall be signed by the agency head or designee.
- II. Each selected offeror's proposal is then discussed in detail by the committee to determine a plan highlighting the areas of negotiation, e.g., concessions to be requested and possible concessions that may be made by the State. **In preparing for negotiations refer to Annex 7-C, Tips/Guidelines for Negotiation.**

11. SCHEDULE AND CONDUCT NEGOTIATIONS

- I. Contact each selected offeror and schedule negotiations.
- II. Negotiations are then conducted in accordance with the negotiation plan developed in Step 11. Care should be taken to assure that information contained in other proposals is not divulged. Multiple negotiation sessions may be required.
- III. Obtain in writing, from each offeror with whom negotiations have been held, confirmation of any changes to their proposals that were agreed to during negotiations. Documentation of the negotiating sessions will be made a part of the file. After proposals are rescored in accordance with 7.4.a., the decision to award shall be based on the final negotiated proposals in accordance with the evaluation criteria in the RFP and must be documented in the procurement file. Upon completion of all negotiations, the procuring office shall select the offeror, which in its opinion has made the best proposal, and shall award the contract to that offeror.

- IV. If provisions were included in the RFP for receiving Best and Final Offers (BAFO), as described in 7.4b, after negotiations have been held, offerors are given the opportunity to submit their BAFO. The offers will then be rescored, and an award is made.
- V. Once negotiations have been finalized, complete the "Summary of Evaluation of Ratings by Criteria Worksheet" (Annex 7-H) and place in the procurement file. This worksheet for each offeror negotiated with should be a compilation of the evaluation committee's ratings and not done by or for each committee member.

12. POST A NOTICE OF INTENT TO AWARD

Post for 10 calendar days if protest of the award is anticipated (see Annex 7-K for example of format).

13. NOTIFY OTHER OFFERORS

Optional. Notify all other offerors by letter of intent to award or notice of award.

14. INSURANCE REQUIREMENTS

If insurance is required in the RFP, the agency has the option of requesting that an insurance certificate be issued. If the agency exercises its option to request such a certificate, it should be requested prior to the work commencing.

15. AWARD CONTRACT

The preferred instrument of award for a competitively negotiated contract is the Standard Contract Form (see 7.4.e and Annex 7-D). A Notice of Award shall be publicly posted in accordance with 3.18.d.

16. POST AWARD CONTRACT ADMINISTRATION

The award of a contract is the end of one phase of procurement and the beginning of another equally important phase. This latter phase is contract administration. Its purpose is to assure that the contractor's total performance is in accordance with all the terms and conditions of the contract. An individual should be assigned in writing to be responsible for contract monitoring and oversight for service or term contracts. A contract administrator should also be assigned when additional coordination is required by the complexity or criticality of the requirement to the agency. Any deviation from contract requirements should be brought to the attention of the contractor and immediate corrective action required (see Chapter 10).

SAMPLE FORMAT AND STEP-BY-STEP PROCEDURES

REQUEST FOR PROPOSAL (RFP)

Issue Date: _____

RFP# _____

Title: _____

Commodity Code: _____

Issuing Agency: Commonwealth of Virginia

Using Agency And/or Location _____

Where Work Will Be Performed: _____

Initial Period of Contract: From _____ Through _____ (*Renewable).
(* If contract has renewal clause)

Sealed Proposals Will Be Received Until _____ for Furnishing the Goods/Services Described
Herein. Time and Date

All Inquiries for Information Should Be Directed To: _____ Phone: (_____) _____.

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO:

Street Address	Building	Floor	Room No.
_____	_____	_____	_____

In compliance with this Request For Proposals (RFP) and all conditions imposed in this RFP, the undersigned firm hereby offers and agrees to furnish all goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation, and the undersigned firm hereby certifies that all information provided below and in any schedule attached hereto is true, correct, and complete.

* Virginia Contractor License No. _____
Class: _____ Specialty Codes: _____

Name And Address of Firm:

Zip Code: _____

Date: _____
By: _____
(Signature In Ink)
Name: _____
(Please Print)
Title: _____
Telephone Number: (____) _____

eVA Vendor ID or DUNS #: _____
Fax Number: (____) _____
E-mail Address: _____

* PREPROPOSAL CONFERENCE: A (mandatory/optional) proposal conference will be held on _____ at the _____ (Reference: Paragraph ____ herein). (If mandatory add: "NO ONE WILL BE ADMITTED AFTER (Time)") * If special ADA accommodations are needed, please contact (Name) at (phone number) by (date).

* Delete if not applicable.

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. Faith-based organizations may request that the issuing agency not include subparagraph 1.e in General Terms and Condition C. Such a request shall be in writing and explain why an exception should be made in that invitation to bid or request for proposal.

4. Sample Advertisement

(Identify appropriate solicitation type (RFP or IFB) and only indicate the associated acronym. Highlighted/bracketed areas are to be modified to the specifications warranted and removed. Replace IFB (Invitation for Bids) where RFP (Request for Proposals) exists throughout for IFBs.)

Request for Proposals
[RFP # #####]
[Title of RFP]

Norfolk Public Schools seeks sealed [proposals to provide low achieving school turnaround partner services for the district and K-12 school leadership professional development.] Sealed [proposals] will be received until [12:00 PM EST, Month ##, 20##]. Late [proposals] will not be accepted. For questions or more information, go to the eVA website at <http://eva.virginia.gov> or contact the buyer.

For [Buyer’s Name at buyer’s phone number] – buyeremail@nps.k12.va.us
Billing address: Norfolk Public Schools, 800 E. City Hall Avenue, Norfolk, VA 23510-2723
E-mail proof to buyeremail@nps.k12.va.us

5. Sample Addendum to Solicitation

(The following indicated on current NPS letterhead with NPS logo and address. Highlighted/bracketed areas are to be modified to the specifications warranted and removed.)

Month ##, 20##

RFP # #####

ADDENDUM #1

RFP TITLE: [Title of RFP.....]

DATE AND TIME DUE: 12:00PM EST ON Month ##, 20## (indicate here if date changed)

REFERENCE SECTION [Outline # and title of section and page # ex: C. Evaluation and Award Criteria, page 7]

CONTRACT AWARD: Final award of this contract will be contingent upon review and approval of offeror’s proposal by the Virginia Department of Education (VDOE).

THE FOLLOWING IS IN RESPONSE TO OFFERORS’ QUESTIONS:

- 1. Question: [sample question: Is this something that can be provided within 30 days if we are awarded the contract?
Answer: [Sample answer: The contractor’s license is a requirement for construction or trade related solicitations. It is embedded in the form, but not required for this solicitation.]

(Address all questions and responses identified. End the document with the acknowledgement.)

Acknowledge receipt and agreement with this addendum as part of your offer/bid by filling in the **Addenda Acknowledged** section of the Proposal/Bid Cover Sheet. Signature on this addendum does not substitute for your signature on the original proposal/bid document. The original proposal/bid document must also be signed.

Sincerely,
[Buyer Name, Certifications]
[Buyer Title]
PH 757 628-#### FAX 757-628-3871
E-MAIL: buyeremail@nps.k12.va.us
ACKNOWLEDGEMENT:

Name of Firm

Signature/Title

Date

6. Sample Oral Presentation Invite Email

(The following is indicated and sent from the buyer’s NPS email account.
Highlighted/bracketed areas are to be modified to the specifications warranted and removed.)

Subject: [RFP ##### - rfp short title] -- Oral Presentation Request

Good afternoon [Mr./Ms. Vendor Contact]—
Thank you for your response to Norfolk Public Schools’ solicitation for RFP # [#####– RFP Title.]

[Vendor company name] has been shortlisted to move forward to the next phrase of this solicitation, which entails a face-to-face Oral presentation to the Evaluation Committee. This will be an opportunity for [Vendor company name] to clarify or elaborate on its proposal. The original proposal, as submitted, however, cannot be changed, supplemented, or corrected in any way during the evaluation process. No comments regarding price negotiations or other bids/proposals are permitted.

Please advise if you or a company representative will be available [Day of Week, Month ##, 20## at hh:mm a.m./p.m.]

Allotted presentation time is up to 45mins with an additional Q&A session of 15 mins for a total time of 1hr.

Please respond back to this email with acceptance of the proposed meeting time.

[Buyer Name, Certifications]
[Buyer Title]
Norfolk Public Schools
Purchases & Supply
800 E. City Hall Avenue, Suite 1205
Norfolk, VA 23510
Email: buyersemail@nps.k12.va.us
p. 757-628-#####
c. 757-###-####

7. State Corporation Commission Form

Virginia State Corporation Commission (“SCC”) registration information: The undersigned 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 (NPS reserves the right to determine in its sole discretion whether to allow such waiver):

Signature: _____ Date: _____

Name: _____
Print

Title: _____

Name of Firm: _____

8. Sample Notice of Intent to Award

(The following indicated on current NPS letterhead with NPS logo and address. Highlighted/bracketed areas are to be modified to the specifications warranted and removed.)

NOTICE OF INTENT TO AWARD

Date

RFP #####

RFP Title

TO:

[Vendor Receiving Award]

[Vendor City, State zip]

IN RESPONSE TO RFP # ##### DATED MONTH ##, 20##, AND ADDENDUM # DATED MONTH ##, 20##, SUBJECT TO ALL CONDITIONS AND REQUIREMENTS OF THE SOLICITATION.

RECORDS FOR THIS PROCUREMENT ARE NOW AVAILABLE FOR INSPECTION BY ANY OFFEROR FOR THIS RFP, IN ACCORDANCE WITH THE VIRGINIA PUBLIC PROCUREMENT AND FREEDOM OF INFORMATION ACTS.

MEETINGS ARE BY APPOINTMENT ONLY.

BUYER NAME, CERTIFICATION

BUYER TITLE

PH 757-628-#### FAX 757-628-3871

E-MAIL: buyeremail@nps.k12.va.us

9. Sample Notice of Award

(The following indicated on current NPS letterhead with NPS logo and address. Highlighted/bracketed areas are to be modified to the specifications warranted and removed.)

NOTICE OF AWARD

MONTH ##, 20##

CONTRACT NO. 20#####

[TITLE OF CONTRACT AWARDED]

IN RESPONSE TO RFP # [####, DATED MONTH, ##, 20##]

TO:

[Vendor Receiving Award]

[Vendor's Address]

[Vendor's City, State Zip]

RECORDS FOR THIS PROCUREMENT ARE NOW AVAILABLE FOR INSPECTION FOR ANY OFFEROR OF THIS RFP AND THE GENERAL PUBLIC, IN ACCORDANCE WITH THE VIRGINIA PUBLIC PROCUREMENT AND FREEDOM OF INFORMATION ACTS.

MEETINGS ARE BY APPOINTMENT ONLY.

[Buyer Name, Certifications]

[Buyer Title]

PH 757-628-#### FAX 757-628-3871

E-MAIL: buyeremail@nps.k12.va.us

10. Contract File Checklist



**Department of
Purchases & Supply
Contract File Checklist**

Vendor & Munis Information			
Vendor Name	<input type="text"/>	Contract/QQ/RFP/IFB #	<input type="text"/>
Vendor Contact	<input type="text"/>	NPS Solicitation#	<input type="text"/>
Vendor Phone#	<input type="text"/>	Requisition#	<input type="text"/>
Vendor E-mail	<input type="text"/>	Vendor#	<input type="text"/>
Vendor Supervisor	<input type="text"/>	Contract Buyer	<input type="text"/>
Vendor Supervisor Phone#	<input type="text"/>	Award Date	<input type="text"/>
Tax ID	<input type="text"/>	Base Period	<input type="text"/>
Duns	<input type="text"/>	# of Renewals Available	<input type="text"/>

Required Documentation To Include For All Files			
Debarment Check	<input type="radio"/> Yes	<input type="radio"/> No	
W9 Received	<input type="radio"/> Yes	<input type="radio"/> No	
Vendor Response/Proposal	<input type="radio"/> Yes	<input type="radio"/> No	
References	<input type="radio"/> Yes	<input type="radio"/> No	
Signed NPS Contract/Award/Renewal	<input type="radio"/> Yes	<input type="radio"/> No	
Posted To Munis Record	<input type="radio"/> Yes	<input type="radio"/> No	
Posted To Shared Drive	<input type="radio"/> Yes	<input type="radio"/> No	
Filed	<input type="radio"/> Yes	<input type="radio"/> No	

Additional Documentation To Include For Specified Types			
Quick Quote (QQ)			
Bid Tab	<input type="radio"/> Yes	<input type="radio"/> No	
QQ Doc/Specs	<input type="radio"/> Yes	<input type="radio"/> No	
Request for Proposal (RFP)			
RFP / Agenda	<input type="radio"/> Yes	<input type="radio"/> No	
BAFO	<input type="radio"/> Yes	<input type="radio"/> No	
Evaluation Results	<input type="radio"/> Yes	<input type="radio"/> No	
Invitation for Bid (IFB)			
Bid Tab	<input type="radio"/> Yes	<input type="radio"/> No	
IFB / Agenda	<input type="radio"/> Yes	<input type="radio"/> No	
Sole Source (SS)			
SS Determination	<input type="radio"/> Yes	<input type="radio"/> No	
eVA award notice (for \$100k+)	<input type="radio"/> Yes	<input type="radio"/> No	
Cooperative Contract			
Bid Tab (if IFB)	<input type="radio"/> Yes	<input type="radio"/> No	
RFP / Agenda	<input type="radio"/> Yes	<input type="radio"/> No	
BAFO (if applicable)	<input type="radio"/> Yes	<input type="radio"/> No	
Executed Agency Contract	<input type="radio"/> Yes	<input type="radio"/> No	
Renewal/Ext (if applicable)	<input type="radio"/> Yes	<input type="radio"/> No	
Evaluation results (if RFP)	<input type="radio"/> Yes	<input type="radio"/> No	
Amendments (if applicable)	<input type="radio"/> Yes	<input type="radio"/> No	

Buyer Signature

Date Completed

11. Ratification Form

Unauthorized Commitment and Procurement Ratification Procedures/Form

Background. The Virginia Public Procurement Act, School Board Policies, and the NPS Purchasing Manual establish the authority for NPS purchasing. Violations of this purchasing authority must have these unauthorized purchases or commitments properly ratified. This includes cases where unauthorized persons have directed a contractor to perform work or deliver items without proper authorization (e.g., without a contract or purchase order), or where a contractor has been asked to perform work beyond the scope of an existing contract or purchase order without an authorized change order. Unauthorized purchases violate Virginia Law and School Board Policies and Regulations.

Consequences. Unauthorized purchases and commitments may result in personal liability for the individual who made the commitment. Employees responsible for the unauthorized commitment are required to give detailed written explanations of their actions and may be subject to disciplinary action (e.g., further limiting purchase/budgetary authority, letters of counseling), especially if violations are flagrant and/or continuous. In addition, contractors who act on unauthorized commitments do so at their own risk and are not entitled to consideration/payment until the unauthorized commitment is ratified.

Procedures. Ratification is the process whereby an unauthorized commitment is converted to a legal contract and approved for expenditure. The person that made the unauthorized commitment shall submit written documentation required below, which will be attached to the purchasing record.

Note: School principals and Department Heads have authority to serve as the ratifying authority for unauthorized commitments up to \$2,500, and may handle these situations under local procedures, or use these procedures as desired. Unauthorized contractual commitments involving claims will be processed in coordination with the Senior Director, Purchases & Supply Department and the City/NPS Attorney, if appropriate.

The following information pertains to a procurement that has been determined to be an unauthorized commitment which exceeded my delegated purchase authority and now requires ratification action in the amount of \$**Click or tap here to enter text.**

Requisition Number	Click or tap here to enter text.
Company/Vendor Name	Click or tap here to enter text.
School/Department Name	Click or tap here to enter text.
Person Making Unauthorized Commitment	Click or tap here to enter text.
Date	Click or tap to enter a date.



Person Making Unauthorized Commitment

- Description of Good or Service Procured (attach any appropriate documentation, including invoice if received):
[Click or tap here to enter text.](#)
- Description of facts and circumstances surrounding the unauthorized purchase including why **normal purchasing procedures were not followed (authorized either through a purchase order or contract prior to event)**, why and how the vendor was selected, a list of other sources considered, and what is the current status of performance or completion. If not completed sufficiently this form will be returned.
[Click or tap here to enter text.](#)
- Statement of why you should not be personally liable for the cost; e.g., a public purpose was served and no personal benefit was received:
[Click or tap here to enter text.](#)
- Documentation that the price paid is fair and reasonable (Note: If the price is unreasonable, the individual may be held pecuniarily liable for the difference.)
[Click or tap here to enter text.](#)

The above information is submitted for ratification and approval to commit funds. Must also attach corresponding invoice and/or supporting documentation

Unauthorized Commitment and Procurement Ratification Procedures/Form

Vendor Information (provided by Purchases & Supply Department)

Purchases & Supply Assigned Buyer

[Choose an item.](#)

Date

[Click or tap to enter a date.](#)

- SWaM - In accordance with NPS goal to encourage all employees to solicit from SWaM vendors, please indicate status of this vendor: [Choose an item.](#)
- Publicly posted sole source award as required: eVA Post Date: [Click or tap to enter a date.](#)
- MUNIS Record Annotated: [\(initial\)](#)
- Is this a 1st offense? Yes No - If no, what count? [Click or tap here to enter text.](#)

Buyer Comments:

[Click or tap here to enter text.](#)

Date [Click or tap to enter a date.](#)

X

Buyer Signature

Sr Director Purchases & Supply Comments:

[Click or tap here to enter text.](#)

Date [Click or tap to enter a date.](#)

X

Sr Director Purchases & Supply signature

Recommend Approval and Ratification for Unauthorized Commitment by:

• Employee's Supervisor/Principal/Director

Comment (describe corrective action to prevent reoccurrence): [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#) Title: [Click or tap here to enter text.](#)

X

Employee's Supervisor/Principal/Director

• Division Chief

Comment: [Click or tap here to enter text.](#)

Date: [Click or tap to enter a date.](#)

X

Division Chief

Superintendent's Office Only

Comments/Other required actions: [Click or tap here to enter text.](#)

Date [Click or tap to enter a date.](#)

Approved Disapproved

Reason: [Click or tap here to enter text.](#)

X

Superintendent

12. Sole-Source Form

State law and School Board policy encourages full and open competition whenever practicable. For **sole-source purchases \$5,000 or greater**, requestors must submit a written explanation, along with the requisition, clearly supporting a sole source determination. All sole source purchases must abide by the *Code of Virginia §2.2-4303E*, which requires a determination in writing that there is only one source practicably available for a goods or services requirement before a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. In addition, the Code requires notices of sole-source purchases **\$100,000 and greater (\$80,000 for professional services)**, be publicly posted, stating only one source was determined to be practicably available, what was being procured, the contractor selected, and the date the contract was or will be awarded. The sole- source public notice will be posted on eVA. This written determination and public posting notice must be included in the contract file.

Norfolk Public Schools Department _____

Requisition Number _____

Phone Number: _____

Total Amount of Sole Source \$: _____

Description of Good or Service being Procured (attach any appropriate literature of additional descriptive information):

Sole Source Company/Vendor Name: _____

Product Name: _____

Is this a onetime purchase, or will this be used division wide? _____

Explanation and Statement of why this is the only source practicably available, and what makes this **unique** in the industry (Attach additional pages as necessary):

Was there an evaluation of other equipment, products, or services? Yes No. If yes, please attach the evaluation.

I certify the above information/justification is accurate and complete to the best of my knowledge and I have no personal Interests relative to this request. In accordance with State law and School Board policy, neither I nor any member of my immediate family has an actual or potential conflict of interest regarding this purchase - Yes No. If No, please explain the conflict on an attached sheet.

Requestor Signature _____

Requestor Name _____

School Principal/Department Head Signature _____

School Principal/Department Name (Print/Type) _____

Sole-Source Procurement Approval Request/Determination (continued)

Vendor Information (to be provided by Purchases & Supply Department)

Purchases & Supply Assigned Buyer: _____ Date: _____

SWaM - In accordance with NPS goal to encourage all employees to solicit from SWaM vendors, please indicate status of this vendor:

Small Business Women Owned Minority Owned Not a SWaM vendor

Other Comments (including vendor history data): What research was performed to validate a Sole Source?

Senior Director, Purchases & Supply

Recommend: Approval Disapproval

Signature: _____ Date: _____

Comment: _____

Executive Director/ Division Chief/ Director of Title 1 (if using Title 1 Funds) (as applicable)

Recommend: Approval Disapproval

Signature: _____ Date: _____

Comment: _____

Approved Disapproved (Issue solicitation based on performance specifications and/or salient characteristics)

Reason/Comments: _____

Superintendent or Designee* (Signature) _____ Date: _____

*Designee is Senior Director Purchases & Supply for sole source procurements up to \$100,000 (\$50,000 for professional services).

Purchases & Supply Use Only:

Sole Source Notice publicly posted, as required, by Buyer on eVA – Date: _____

MUNIS procurement record checked as sole source

13. Vendor/Product Performance Evaluation Form

Vendor Name	_____	Evaluator Name/Phone	_____
PO/Contract # *	_____	Evaluator Position/Title	_____
Commodity/Service	_____	School/Department	_____
Period of Evaluation	_____	Date Submitted	_____

* Was an NPS credit card used without a PO/Contract? (circle) YES NO NOT APPLICABLE

Customers can use this evaluation form at any time, as a means to provide feedback regarding vendors and the products and services they provide Norfolk Public Schools. For problems needing immediate resolution, please contact Purchases & Supply Department. Please check the box which best indicates your level of satisfaction in the following categories:

Item	Excellent	Good	Satisfactory	Marginal	Poor	NA
Overall Vendor/Product Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Quality (Product/service met specifications)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vendor Responsiveness to Inquiries/Corrective Action	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Delivery Performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accurate Invoices and Delivery Documentation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Value for your Money	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (specify) _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Should this contract be renewed? (circle) YES NO MAYBE NOT APPLICABLE

Comments (Please provide additional details on items marked Marginal or Poor, and include any recommendations for changing the specifications, or terms & conditions, of a future contract for this commodity/service):

Send Performance Evaluations and any supporting documentation to Norfolk Public Schools, Department of Purchases and Supply, 800 East City Hall Avenue, Room 1205, Attn: Senior Director, Norfolk, Virginia 23510; or e-mail dps@nps.k12.va.us ; or fax 628-3871.