

MEMORANDUM

TO: Purchasing Offices
Departments, Institutions, Agencies
Commonwealth of Virginia

FROM: Ron Bell
Director

SUBJECT: Procurement Information Memoranda (PIM) #98-031

Enclosed is PIM #98-031, effective September 9, 2013, representing changes to the September 1998 edition of the *Agency Procurement and Surplus Property Manual (APSPM)*. The Summary of Changes below is in the order of the changes to the *APSPM*. All changes to the *APSPM* are incorporated into a web-based *APSPM*, which is downloadable from the eVA website at <http://www.eva.virginia.gov>. The full *APSPM* version containing changes as a result of this PIM will be posted to the website. The location of text changes is indicated by an arrow in the margin (→) with the corresponding PIM #98-031 number identified next to the changes. All arrows indicating previous changes are removed. Appendix C contains a log recording the PIM number and date of revision. This memorandum and the corresponding PIM #98-031 should be filed in the back of the Appendix C log.

APSPM Cite	Summary of Changes
Table of Contents, 4.28	Deletes Vendor Advertising Prohibition.
1.4.c.	Updates bulk purchase commodity codes.
Annex 1-C.	Deletes Telecommunications Service Requisition form.
2.1.b.	Updates VCE requirements.
2.1.c.	Updates DBVI information.
2.1.e.	Changes the VDC waiver approver from the VDC Director to the VDC Quality Assurance Manager. Requires a waiver approver before using local purchasing authority to purchase items or similar items that VDC provides. Updates Orders, and Specific Guidance requirements.
2.1.h.	Adds that agencies must obtain approval from OFMS to rent a car for a period greater than 30 days.
3.1.e.	Adds language addressing receipt of bids/proposals during a period of suspended state business.
3.2.e.	Authorizes the acceptance of a cashier's check in lieu of a bid, payment, or performance bond.
3.4.a.	Corrects the regulatory agency for security alarm system installation services, from DPOR to DCJS.
3.4.c.	Adds that the successful bidder or offeror or approved subcontractor is required to have a Private Security Services Business License issued by the Department of Criminal Justice Services.
3.6	Provides additional scenarios authorizing cost plus a percentage of cost contract pricing arrangements.
Annex 3-B	Deletes Unsealed Best Value Acquisition Over \$5,000 up to \$50,000 and Over \$50,000 up to \$100,000. Deletes "including Best Value Acquisition" Over \$100,000; may be used for lesser amounts, 3.
Annex 3-K	Revises example of RFP newspaper advertisement.
4.3.b.	Clarifies that some Special Terms and Conditions are mandatory whereas others are left to the discretion of the buyer.
4.3.d.(6)	Provides additional scenarios authorizing cost plus a percentage of cost contract pricing arrangements.
4.11	Moves Term Contracts language from 4.21 to 4.11 and provides consideration of term contracts for goods or services that cumulatively exceed \$50,000.
4.21	Requires certain employers to register and participate in the E-Verify program.
4.28	Deletes Vendor Advertising Prohibition .
Annex 4-B	Updates the form to include provisions of new codes required.
5.6.a.	Requires bidders to provide their DMBE-certified small business number in the comment section of QQ responses.
5.6.b.	Requires bidders to provide their DMBE-certified small business number on solicitations.
5.7.a.1.	Requires offerors to provide their DMBE-certified small business number on solicitations.
5.7.b.	Deletes Unsealed Best Value Acquisition (Over \$5,000 to \$100,000).
6.3.a.	Adds language addressing receipt of bids/proposals during a period of suspended state business.

Annex 6-B	Adds a place to submit the DMBE-certified Small Business number on the IFB form.
7.4.a.	Clarifies the requirement to rescore proposals after negotiation unless there have been no changes or only one proposal is being considered.
7.4.c.	Clarifies that a written narrative summary is required for only those proposals negotiated.
7.4.f.	Merges 7.4.f. into 7.4.c.
7.5	Deletes Best Value Acquisition (over \$100,000) .
Annex 7-B	Revises language and adds requirement for Non Disclosure Statement to STEP 4 - SELECT AN EVALUATION PANEL .
Annex 7-B	Revises language and merges information to clarify STEP 12 - SCHEDULE AND CONDUCT NEGOTIATIONS .
Annex 7-F	Deletes Best Value Criteria, Evaluation Methods & Scoring .
Annex 7-H	Provides a sample Summary of Evaluation Ratings Worksheet.
Annex 7-J	Provides a sample Non Disclosure Statement.
8.7	Adds language Legislatively Directed Contract Awards which was formally in Alternative Procurement.
8.8	Renumbers Alternative Procurement .
Annex 8-F	Changes the title of the form to Form of Contract Award and adds a signature area for the contractor.
10.	Adds that the intent of the chapter is not to extend rights enforceable by the contractor, nor modify or supplement the terms of the contract.
10.2	Clarifies that the agency will designate the contract administrator when DPS procures term contracts on behalf of the agency.
Annex 13-D	Adds the note that the Procurement Exemption Request form should be submitted electronically through eVA.
14.5.e.1.	Replaces “an ad hoc” with “an unregistered” vendor.
14.9.a.(3)	Updates the terminology in the eVA fee language.
14.9.a.(4)	Changes the title to Modification of Existing Contracts as A Result of Changes to the eVA Fee Schedule . Deletes reference to August 16, 2006 contracts and adds that agencies may give contractors the opportunity to adjust contract prices based on new order transaction fee.
14.9.b.	Adds procedure for processing exempt transactions through eVA. Deletes language concerning 02 Purchase Order Categories.
14.11	Changes the title to Orders to Unregistered and State Entered Vendors in eVA and Related Fees . Denotes that a vendor that refuses to register in eVA is a State Entered and Unregistered (ad hoc) vendor. Deletes a. Vendors Accepting eVA Terms and Conditions and b. Vendors Refusing to Accept eVA Terms and Conditions .
14.12	Provides an email address to submit the eVA Dashboard Report. Modifies language concerning 2% assessment.
14.12.d.	Deletes requirement d. concerning check payment.
Appendix A	Revises the definition of “ Contract, Cost-Plus-A-Percentage-Of-Cost ”.
Appendix A	Adds definition of “ E-Verify Program ”.
	Revises the definition of “ Fair Market Value ”.
Appendix B, Section I, O.	Updates General Term and Condition O. CHANGES TO THE CONTRACT to clarify the request for agencies seeking to modify a contract.
Appendix B, Section I, T.	Updates General Term and Condition T. INSURANCE to reflect changes in thresholds.
Appendix B, Section I, X.	Updates and renames General Term and Condition X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS to reflect changes in vendor registration and vendor transaction fees.
Appendix B, Section II	Updates lead paragraph to point out that some Special Terms and Conditions are mandatory as indicated whereas others are not and left to the discretion of the buyer.
Appendix B, Section II	Separates Special Terms and Conditions into two categories: Mandatory for Most Contracts and those As Individual Procurements May Dictate . Renumbers Terms and Conditions appropriately.
Appendix B, Section II, 1	Deletes Special Term and Condition 1. ADVERTISING .
Appendix B, Section II, 2. A.	Makes technical correction to the “When Used” clause.
Appendix B, Section II, 2. H.	Deletes Special Term and Condition H. Unsealed Best Value Awards .

Appendix B, Section II, 2. I.	Deletes Special Term and Condition I. Best Value Award.
Appendix B, Section II, 4.	Updates and renames Special Term and Condition 4. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS to reflect changes in orders and vendor transaction fees.
Appendix B, Section II, 16.	Updates Special Term and Condition 16. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT to provide the subcontractor's license number.
Appendix B, Section II, 26.	Updates Special Term and Condition 26. IDENTIFICATION OF BID/PROPOSAL ENVELOPE to require the bidder/offoror's DMBE certified small business number if the solicitation is set-aside for DMBE-certified small businesses.
Appendix B, Section II, 51.	Updates Special Term and Condition 51. SECURITY LICENSE to require the subcontractor's license number if a subcontractor's license is used in the solicitation.
Appendix B, Section II, 59.	Updates Special Term and Condition 59. CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION to note that information and data will remain confidential unless disclosure is required pursuant to court order, subpoena or other regulatory authority.
Appendix B, Section II, 63.	Creates Special Term and Condition 63. E-VERIFY PROGRAM which requires certain employers to register and participate in the E-Verify program.
Appendix B, Section II, 64.	Creates Special Term and Condition 64. EMERGENCY EVENT PRICING which addresses actions to take for events in declared emergency or emergency office closings.
INDEX	Deletes Advertising, Special Terms and Conditions. Deletes Advertising, Vendor, Prohibition. Deletes Vendor, Advertising Prohibition.

To print a copy of the manual, save it to your hard drive or network and print from there. Printing directly from the website may result in lost formatting. If you should have questions about the changes, please contact Dennis Blackwell at 804-786-0394 or dennis.blackwell@dgs.virginia.gov.

1.4 Administrative Exemptions.

- c. **DGS/DPS has delegated the authority to agencies and institutions to make bulk purchases of the following listed commodities.** Up to \$100,000, use small purchase procedures (see Chapter 5); over \$100,000 use the applicable method of procurement. However, bulk purchases of commodities used in road and highway construction and maintenance, and aggregates shall not be made by online public auctions (*Code of Virginia*, § 2.2-4303.I).

<u>CC#</u>	<u>COMMODITY</u>		
04000	Animal and Livestock, includes Poultry	74584	Slurry Seal
32500	Animal Feed, All types	75007	Borrow and Soil
33500	Fertilizer, All types	75021	Cement, Truckload Lots
39000	Foods, Perishable	75035	Crushed Stone
54078	Sawdust	75056	Lightweight Aggregate, all types
59595	Wood Chips & Bark, etc.	75063	Local Option Materials, Gravel,
67500	Pesticides and Chemicals: Agriculture and Industrial		Nonpotable Water, Pit Run, Sand, etc.
		75070	Ready-Mix Concrete
74507	Asphalt	75077	Sand and Gravel
74514	Asphaltic Concrete, Cold Laid	75095	White (Hydrated) Lime
74521	Asphaltic Concrete, Hot Laid	77006	Aggregate, Gravel, Marble, etc.
74570	Road Oil	79000	Seed, Sod, etc.
74577	Rock Asphalt, Cold Mix		

2.1 Mandatory Sources.

- b. **Virginia Correctional Enterprises (VCE).** Goods and services produced or manufactured by state correctional facilities shall be purchased by all departments, institutions, and agencies of the Commonwealth, which are supported in whole or in part with state funds. VCE products may also be purchased by any county, district of any county, city or town and by any nonprofit organization, including volunteer lifesaving or first aid crews, rescue squads, fire departments, sheltered workshops and community service organizations (*Code of Virginia*, §53.1-47.) Products include, but are not limited to: wood and metal case goods, seating, Office Systems,

shoes/boots, clothing, embroidery, silk screening, Braille, signs, document conversion to microfilm and electronic medium (CD); electronic content management (ECM) and document destruction, optical, dentures, laundry, license tags, janitorial products, and VCE Digital Works. Special or unique products or services requiring extensive production runs in volume are available.

Agencies may submit agency purchase orders directly to VCE through eVA. If an agency has a critical need, they should contact the VCE Customer Service Department by telephone 804-743-4100. Printing Services may be reached at 804-598-4251 extension 4417, 804-714-2087 or 804-225-3574 to discuss printed product availability and delivery. Additional information concerning goods and services available from VCE is contained in the Virginia Correctional Enterprises web site www.GoVCE.net.

The following goods and services are available through VCE for purchases by state agencies, institutions, municipalities and local governments, and Not-for-Profit organizations:

1. **VCE Printing Services:** Services include black and white, multi-color, and four-color process offset and digital printing. VCE prints a variety of flat and coil, GBC, tape, saddle stitched, and perfect bound publications. Imprinted three-ring binders are available from VCE as are special perforations and numbering services. Agency letterhead and business cards are available as well as envelopes (kraft, regular window, special window, custom designs). VCE desktop publishing software support includes QuarkXpress9, Adobe CS 6, and Microsoft Office 2010 Publishing.

Convenient pickup and delivery services are available upon request. VCE services include document file storage for future access, updating, re-purposing, and reprinting. Customers may submit jobs via the FTP, eVA, e-mail, or may deliver in person to either the VCE downtown location (State Corporation Commission, First Floor, 1300 E. Main Street, Richmond, VA 23219) or the Southpark location (5200 Commerce Road, Richmond, VA 23234).

2. **Wood and Metal Case Goods:** Total offering of Office, Lounge, Dormitory, and Occasional Furniture. This includes but is not limited to: desks, credenzas, bookcases, bridges, hutches, lateral files, storage cabinets, shelving, filing cabinets, beds, sofas, loveseats, chairs, stools, and table. Custom metal and wood products are available.
3. **Seating:** A comprehensive offering of office, conference room, reception area, dormitory, lounge, and laboratory seating.
4. **Office Systems:** VCE offers a broad spectrum of component office systems including, panels, work surfaces, filing systems, tables, cable management, and keyboard trays. VCE also offers a complete line of remanufactured to new specifications systems product. Remanufactured products carry the same warranty as new systems offerings. The remanufactured systems products are an option for budgetary concerns.
5. **Shoes/Boots:** All-purpose 6" and 10" top work boots made of full and corrected grain leather, Goodyear welt with cushioned insole, rubber heels. In addition to 6" and 10" work boots, VCE offers all styles of shoes and boots ranging from a variety of regular shoe styles, geriatric style shoes, to side zipper boots, to work boots and shoes that offer a Vibram sole, or a non-slip sole.
6. **Clothing and Textiles:** A wide selection of clothing items which includes, but is not limited to shirts, pants, jackets, coats, hospital scrubs, lab coats, blankets, sheets, pillowcases, laundry bags, full dress uniforms, food-service clothing, health-care provider clothing. VCE also offers men's boxer shorts; T-shirts in white, orange and blue; socks and other apparel products.
7. **Embroidery:** VCE provides all services needed to embroider logos or special graphics to any piece of apparel or textiles.
8. **Silk Screening:** Full service silkscreen and/or foil stamping services.
9. **Awards/Sign Products:** Full range of pad holders, plastic signs, banners, laser engraving and decals.
10. **Document Management Services:** Full service document conversion which includes: document scanning from business size to architectural/engineering drawings and continuous forms, microfilming from business

size to folio size, hybrid conversion scanning and microfilming. Ancillary document conversion services including, document preparation, indexing/keying, microfilm processing, microfilm duplication, transfer to storage media (CD, DVD, hard drive and others), OCR (Optical Character Recognition), image enhancement and document destruction. CD/DVD services includes, mastering, duplication, labeling and packaging. ECM shared services (Electric Content Management and document management) including: customization, development, configuration, simple workflow, advanced workflow, secure browser based connection (Cloud), incoming fax and e-mail support, redundancy, backup, automated failover site, data/document storage in native format, wet signature, electronic signature, full text search and retrieval, integration services and rapid deployment.

11. **Optical:** VCE's prescription eyewear is a full service lab. The product offering includes single vision, bi-focal, and tri-focal lenses, tinting, and a large number of frames.
12. **License Tags:** State and municipal license plates are quoted on an individual design and quantity basis.
13. **Dentures:** From full dentures to simple mouth guards. VCE dental prosthetics are made to the most exacting standards. Services include: soft mouth guards, relines of upper and lower, acrylic splints, space maintainers, surgical trays, surgical splints and hard mouth guards.
14. **Laundry Services:** Laundry services may include par cart packing, pick-up and delivery, assistance with linen inventory control, water conservation. Each laundry customer has unique requirements; contact VCE for a quotation on the service required.
15. **Janitorial Products:** Products and descriptions can be found at the VCE website, www.GoVCE.net.
16. **Braille:** VCE offers this service with an offender base that is certified by the United States Library of Congress for specific levels of Braille transcription.

Exemptions from VCE: An agency may be granted an exemption from buying from VCE, with the consent of both the Director of Purchases and Supply and the Chief Executive Officer of VCE, in any case where the item does not meet the reasonable requirements of the agency, an identical item can be obtained at a verified lesser cost from the private sector, or the requisition made cannot be complied with due to insufficient supply, or otherwise. (*Code of Virginia*, § 53.1-48). See Annex 2-A for VCE exemption process.

Intentional Violations: Intentional violations of the requirement to purchase from VCE, after notice from the Governor to desist, shall constitute malfeasance in office and shall subject those responsible for such violations to suspension or removal from office (*Code of Virginia*, § 53.1-47, 53.1-48, 53.1-49, and 53.1-51).

Prison Industry Enhancement: VCE enters into agreements with public or private sector firms as partners in the sale, distribution, service, development and production of products that may be sold in interstate trade. Prison Industry Enhancement (PIE) is a federally chartered and administrated program. Offender labor must be paid minimum or prevailing wage from which deductions for victims' restitution, family support, taxes, etc. must be made. Offenders employed in the PIE program must also be covered under Workers Compensation while in the PIE program.

- c. **Department for the Blind and Vision Impaired (DBVI).** The Department for the Blind and Vision Impaired (DBVI) is a mandatory source, as stated below. More information regarding DBVI may be found on its website at <http://www.vdbvi.org/> or by calling 800-622-2155.

- (1) **Procurement of Goods and Services.** As provided in *Code of Virginia* § 2.2-1117, when procuring services, articles, or commodities, if such services, articles, and commodities:
 - (i) are required for purchase by DPS or by any person authorized to make purchases on behalf of the Commonwealth and its departments, agencies, and institutions;
 - (ii) are performed or produced by persons under the supervision of DBVI, or are performed or produced in schools or workshops under the supervision of DBVI;
 - (iii) are available for sale by DBVI; and
 - (iv) conform to the standards established by DPS

then such services, articles, and commodities must be purchased from DBVI at the fair market price without competitive procurement, unless exempted by DGS/DPS or the Commissioner of DBVI.

The “fair market price” is the price that is agreed upon by buyers and sellers in the open market who are familiar with market conditions and not under any compulsion to buy or sell, provided the price is substantiated by specific data. There may be more than one way to ascertain fair market value, including determining the lowest price at which private, commercial sources have recently sold or offered substantially similar goods/services to the purchasing agency or to other public or private entities.

Requests for exemptions should be directed to the Commissioner and should contain information sufficient to evaluate why convenience or emergency requires releasing the purchasing officer from these obligations.

Any purchasing officer who violates *Code of Virginia* § 2.2-1117 shall be guilty of a Class 1 misdemeanor.

For more information on DBVI’s Virginia Industries for the Blind (VIB) and the good and services available through VIB for purchase by state public bodies, see the VIB’s website at <http://www.vibonline.org/> or contact VIB.

- (2) **Businesses in Public Buildings.** As provided in *Code of Virginia* § 51.5-79 & 51.5-89, blind persons shall be authorized to operate vending stands and other business enterprises on any property where, in the discretion of the owner or custodian of the property, vending stands and other business enterprises may be properly and satisfactorily operated, and when any vending stand or other business enterprise (as those terms are defined in *Code of Virginia* § 51.5-60) operated in a public building becomes vacant, or when a vacancy is created through construction, acquisition, renovation, or expansion of public buildings:
- (i) the existence of such vacancies shall be made known to DBVI, and
 - (ii) DBVI, acting on behalf of the blind, shall have first priority in assuming the operation of such vending stand or business enterprise through placement of a properly trained blind person in such vacancy.

Fulfilling the above requirement in § 51.5-79 & 51.5-89 by means of a lease, license, or other real property concession is outside the purview of Code of Virginia, § 2.2-1117, and the APSPM. However, if the transaction sought by the using agency requires the concessionaire to carry particular goods, sell at particular prices, or otherwise constitutes the using agency’s purchase of services from the concessionaire, the transaction shall not be viewed as a lease, license, or other real property concession but rather shall be viewed as a purchase of services subject to § 2.2-1117 and the APSPM. Such services shall be purchased from DBVI at fair market value, if the value of the contract exceeds \$5,000, and such services are available to be purchased from DBVI, are performed by DBVI-supervised persons or are performed in DBVI-supervised schools or workshops, and conform to standards established by DGS/DPS. Fair market value can be a net payment to the using agency, if the concession-related services provide an income opportunity for the contractor.

- e. **Virginia Distribution Center (VDC).** The VDC purchases, stores, and distributes staple goods, canned foods, frozen foods, janitorial supplies, paper products, and other selected items for state agencies and institutions and political sub-divisions. To achieve optimal savings for the entire Commonwealth, the VDC purchases products in volume and ensures consistent quality through an extensive Quality Assurance Program, which includes an on-site VDC Laboratory. An agency may not use its local purchasing authority to purchase an item from another source that is available from the VDC without a written waiver from the VDC Quality Assurance Manager or designee.

Orders: Public bodies should submit orders directly to VDC through eVA, preferably via the VDC Punch-out Catalog. Those with special ordering needs may call the VDC Customer Service Team at 804-328-3232 ext. 0 for assistance. Additional information concerning goods and services available from VDC is contained in the VDC Dynamic Catalog (<http://shopvdc.dgs.virginia.gov/catalog/>).

Products: To view the VDC product line, please go to the VDC Dynamic Catalog at <http://shopvdc.dgs.virginia.gov/catalog/>. An up-to-date catalog can be printed at any time. Customers may contact the VDC Customer Service Team at 804-328-3232 ext. 0 to request assistance and discuss product availability and delivery.

Agency Unique Stocked Items: If the VDC stocks a high volume item solely for one agency, that agency is asked to notify the VDC immediately when there is no further demand for the product.

Waiver Requests: If an item or similar item is available from the VDC, a state agency shall not use its local purchasing authority to purchase the item from another source without written approval from the VDC Quality Assurance Manager or designee. To receive a faster response when requesting a mandatory source waiver from the VDC, send an e-mail to vdcweb@dgs.virginia.gov. If e-mail is not available, you may fax requests to 804-328-3222. The request must include the following:

- item for which a waiver is requested
- justification
- time duration for which the waiver is needed
- product quantity

Orders: Public bodies should submit orders directly to the VDC through eVA, preferably via the VDC Punch-out Catalog. Those with special ordering needs may call the VDC Customer Service Team at 804-328-3232 ext. 0 for assistance. Additional information concerning goods and services available from the VDC is contained in the VDC Catalog (<http://shopvdc.dgs.virginia.gov/catalog/>).

Specific Guidance: For VDC policies and procedures see the VDC Catalog at <http://shopvdc.dgs.virginia.gov/catalog/>. For information related to:

- ordering, backorders, pickup orders, shipping and delivery, returns, pallet exchange, exceptions and invoicing see the **Contacts, Instructions, Terms & Conditions** link
- Material Safety Data Sheets (MSDS) or Contractor Provided Services, see the Appendices link

Special Assistance: Special assistance or problems can be discussed by calling the VDC Director at 804-328-3233 or the VDC Customer Service Team 804-328-3232 ext. 0.

- h. **DGS/Office of Fleet Management.** For the purchase or lease of motor vehicles, agencies must submit OFMS Form OFMS - 1 "Application for Assignment/Purchase/Lease of State Vehicle" (Replaces CP-3 and CP-15) to the DGS Office of Fleet Management for approval to initiate the purchase process for all vehicles (*Code of Virginia*, § 2.2-1176). OFMS approval of a form OFMS - 1 to purchase a vehicle does not constitute a waiver of purchasing procedures set forth in this manual or the Code of Virginia. Agencies must obtain approval from OFMS to rent a car for a period greater than 30 days.

Institutions of Higher Education are not required to obtain approval from the Office of Fleet Management Services prior to purchasing a vehicle; however, the purchase is subject to the *Virginia Public Procurement Act* and the policies and procedures set forth in this Manual (*Acts of Assembly Chapter 781, 4-5.05*).

Additional information on OFMS can be obtained at the website.
<http://www.dgs.virginia.gov/OFMSHome/tabid/173/Default.a>

3.1 **Bid Invitations, Requests for Proposals and Responses.**

- e. **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." If bids or proposals are submitted after the deadline, the sealed envelope should nonetheless be time-stamped and retained to document the late submission, but shall not be included in the bid opening. 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 appropriate times 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.

3.2 **Bonds**

- e. **Alternative Forms of Security.** A certified check, a cashier's check, or cash escrow may be accepted in lieu of a bid, payment, or performance bond. (*Code of Virginia*, § 2.2-4338). If approved by the Attorney General, a bidder may furnish a personal bond, property bond, or bank or savings and loan association's letter of credit

on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the public body equivalent to a corporate surety's bond. The Virginia Department of Transportation is exempt from the requirements of this provision.

3.4 **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 Chap.4.24)	Department of Professional & Occupational Regulation
Pesticide 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. The following statement should appear on solicitations for services regulated by the various agencies of the Commonwealth:

By my signature on this solicitation, I certify that this firm/individual is properly licensed for providing the goods/services specified.

License # _____ Type _____

- c. **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 Appendix B.

- 3.6 **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 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.

**Annex 3-B
Summary of Procurement Policies**

I. Small Purchases - Goods and Services, other than Professional Services (see Chapter 5)

Thresholds	Procedures
Small Purchase: Up to \$5,000	Obtain a minimum of one (1) quote from a DMBE-certified small business, if available.
Over \$5,000 up to \$50,000	Solicit a minimum of four (4) DMBE-certified small business sources, if available, in writing or electronically using Unsealed Bidding or Unsealed Proposal methods depending on procurement. Quick Quote shall be used unless addenda are anticipated and unsealed bidding is allowed. Solicitations up to \$50,000 shall be set-aside for DMBE-certified small unless exempted and documentation is required.
Over \$50,000 up to \$100,000	Solicit a minimum of four (4) sources, including a minimum of two (2) DMBE-certified small businesses, in writing or electronically, using Unsealed Bidding or Unsealed Proposal methods depending on procurement. Quick Quote shall be used unless addenda are anticipated and unsealed bidding is allowed. If set-aside for small business only (see 3.10g), solicit a minimum of four (4) DMBE-certified small businesses, if available.
	Requires public posting on eVA VBO if small purchase expected to exceed \$5,000. Quick Quote solicitations meet the public posting requirement.

II. Competitive Sealed Bidding or Competitive Negotiation (see Chapters 6 & 7)

Threshold	Procedures
Over \$100,000; may be used for lesser amounts.	Unless set-aside for small businesses only (see 3.10 g), solicit a minimum of six (6) sources, including a minimum of four (4) DMBE-certified small businesses, in writing, including electronically through eVA. If set-aside, solicit a minimum of six (6) DMBE-certified small businesses, if available. Use one of the following methods for purchases over \$100,000 unless an exception (see III. below). 1 - Competitive sealed bidding. 2 - Two-step competitive sealed bidding. 3 - Competitive negotiation. A written justification is required.

III. Exceptions To Competitive Procurement (see Chapters 8 & 9)

Thresholds	Procedures
Emergency	Take immediate action if required to protect personal safety or property and noncompetitively negotiate. Other emergencies, seek competition to the extent practicable. Requires written determination signed by the agency/institution head or designee.
Sole Source (Unlimited dollar amounts)	Over \$5,000, a written quotation must be obtained from the vendor. Requires written justification approved in advance by the agency/institution head. Over \$50,000 requires approval from DGS/DPS. Agencies and institutions may make contract awards after appropriate approval. Purchase using noncompetitive negotiation.
Used Equipment up to \$30,000	Competition not required. 4.17. Annex 3-B III, Used Equipment – remove reference to 1.5c

Notes:

1. Public posting by advertising in the Virginia Business Opportunities (VBO) on eVA (www.eva.virginia.gov) is required for all Invitations to Bid, Requests for Proposal, sole source award notices, and emergency award notices. Requests for Proposal also required to be advertised in a newspaper.
2. Exemptions from purchasing through DGS/DPS can be found in APSPM 1.5.

Annex 3-K

Example RFP Newspaper Advertisement

Request for Proposals

Agency: Agency Name

RFP: 1234

Title: Food Services

Closing Date/Time: Aug 1, 2013 2:00/EST

More Info: www.eva.virginia.gov

Preparing the Written Solicitation.

b. **Terms and Conditions.** Terms and conditions must be in writing, be clear and concise, and express the intent of the agency. Generally, if there is an ambiguity in a written contract that results in a dispute, its resolution will be against the party who wrote the contract. General Terms and Conditions shall be a part of every written solicitation issued by all agencies for goods and services (see Appendix B, Section I). Exceptions to the use of the terms and conditions in Appendix B, section I must be approved by the agency's legal advisor. Special Conditions can be found in sections II, III and IV of Appendix B. Some of the Special Conditions are mandatory whereas others are to be used at the buyer's discretion in IFBs and RFPs as the individual procurement may dictate. Information and assistance in the preparation or use of additional special terms and conditions not contained in this manual can be obtained by contacting the appropriate DGS/DPS official for the goods, or services (see Directory of Procurement Assistance, Annex 13-C). Unless the agency has provided for prequalification of bidders, the solicitation shall include a statement of any requisite qualifications. Such qualifications must be verifiable and must be used in determining responsiveness of bids and in evaluating proposals (see IFB Solicitation and File Checklist, Annex 6-D and RFP Solicitation and File Checklist, Annex 7-E).

d. **Types of Contracts.**

(6) **Cost Plus a Percentage of Cost.** 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. This contract permits a contractor to be paid for all costs plus a percentage of the cost. There is no incentive for the contractor to be cost conscious because the greater the cost, the greater the profit.

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.

Services. The contracting responsibility for services generally remains with the individual agency except for telecommunications services which remain under VITA's purview. Selecting the method for contracting for nonprofessional services shall be in accordance with section 4.22. Professional Services are addressed in section 4.23. 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. If there are questions as to which procedure applies, contact the DGS/DPS Deputy Director for Procurement at 804-786-3850.

EFFECTIVE 12/1/13. 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.).

Annex 4-B

COMMONWEALTH OF VIRGINIA AGENCY
ADDENDUM TO CONTRACTOR'S STANDARD FORM

AGENCY NAME: _____ (“Agency” or “Commonwealth”)
ADDRESS: _____

CONTRACTOR NAME: _____ (“Contractor”) EIN: _____
ADDRESS: _____

TITLE OF ATTACHED FORM: _____

The Commonwealth and the Contractor are this day entering into a contract, and for their mutual convenience, the parties are using the attached form agreement provided by the Contractor. Nevertheless, the parties agree that this Addendum is incorporated into and amends the form agreement, as provided below.

Notwithstanding anything in the attached form agreement, the payments to be made by the Commonwealth for all goods, services and other deliverables under this contract shall not exceed \$_____; payments will be made only upon the Agency’s receipt of a proper invoice detailing the goods/services provided. The total cumulative liability of the Commonwealth, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. All actions of the Contractor relating in any way to Agency shall be as an independent contractor, and not as an agent or employee of the Agency.

The Contractor’s form agreement is, with the exceptions noted herein, acceptable to the Commonwealth. Nonetheless, because certain standard clauses that may appear in the Contractor’s form agreement cannot be accepted by the Commonwealth, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties specifically agree that, notwithstanding any provisions appearing in the attached form agreement, none of the following shall have any effect or be enforceable against the Commonwealth:

1. Requiring the Commonwealth to obtain or maintain any type of insurance;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the Contractor’s form agreement shall prevail over this Addendum;
4. Requiring the Commonwealth to defend, indemnify or to hold the Contractor harmless for third party claims of any kind;
5. Imposing interest charges exceeding those permitted by *Code of Virginia*, § 2.2-4347 through 2.2-4354, Prompt Payment;
6. Requiring the application of law other than Virginia law in interpreting or enforcing the contract, or requiring or permitting that any dispute under the contract be resolved in any court other than an appropriate state circuit court in Virginia;
7. Requiring the Commonwealth to pay liquidated damages, or requiring the Commonwealth to make any payment for lost revenue or profits if the contract is terminated before its ordinary period;
8. Requiring that the contract be accepted or endorsed by the home office or by any other person subsequent to execution by the undersigned Agency representative before the contract is considered in effect, or otherwise delaying the formation or effective date of the contract to a time later than execution of the contract by the undersigned Agency representative;
9. Requiring the Agency to agree to or be subject to any form of equitable relief not authorized by the Constitution or laws of Virginia;

10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor, or deeming the Commonwealth to agree to a modification by means other than affirmatively signing a modification agreement on paper;
13. Binding the Commonwealth to any arbitration process or decision;
14. Obligating the Commonwealth to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Commonwealth.
16. Granting any right or incurring any obligation that is beyond the legal authority of the undersigned Agency to empower its contract officers to grant or incur on behalf of the Commonwealth, or requiring the Commonwealth to violate any applicable law or regulation.

In addition, the parties agree that the contract between them shall be deemed to incorporate provisions that the Virginia Public Procurement Act requires to be included in Commonwealth contracts. These can be found in the following Sections of the *Code of Virginia*: § 2.2-4363 (procedure for filing claims); § 2.2-4354 (requirement to pay subcontractors); § 2.2-4311 (non-discrimination in contracts above \$10,000); § 2.2-4312 (drug-free workplace in contracts above \$10,000); § 2.2-4311.1 (compliance with federal immigration law); and § 2.2-4311.2 (authorization to transact business in Virginia, if legally required).

This contract, consisting of this Addendum and the attached form agreement, constitutes the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

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

AGENCY by _____
 Title _____
 Date _____

CONTRACTOR by _____
 Title _____
 Date _____

The Agency does not discriminate against faith-based organizations.

When Used: For contracts valued at less than \$50,000 and it is not feasible to award a contract without using the contractor's form, and clauses which are not in the best interest of the Commonwealth cannot be crossed out, then use this Addendum form after it has been filled in and signed by the contractor, with contractor's form attached. If the contractor wants signatures to both this form and the contractor's form agreement that is attached to this form, then both forms should be signed by contractor before submittal to the Agency for signing of both forms. For contracts over \$50,000, your legal advisor should be consulted prior to using this form.

5.6 **Unsealed Bidding.** (Over \$5,000 to \$100,000)

- a. Quick Quote shall be used to solicit bids or quotes for goods and nonprofessional services over \$5,000 up to \$100,000 (see 14.5e). Any appropriate special conditions must be stated in or attached to the Quick Quote, including a requirement that, in order to be responsive, bidders shall provide their DMBE-certified small business number in the comment section of their response on set-aside solicitations. However, a solicitation for unsealed bidding may be used in lieu of Quick Quote for complex procurements if the agency expects to issue addenda. The solicitation shall be open for the period of time stated in the solicitation 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.
- b. Set-aside for DMBE-certified small businesses unless exempted (see 3.10 g). The procurement file shall be documented if the procurement does not qualify for a set-aside. Bidders shall provide their DMBE-certified small business number on set-aside solicitations.

5.7 a. **Unsealed Proposals** (Over \$5,000 to \$100,000).

1. Set-aside for DMBE-certified small businesses unless exempted (see 3.10g). The procurement file shall be documented if the procurement does not qualify for a set-aside. Offerors shall provide their DMBE-certified small business number on set-aside solicitations.
2. eVA VBO advertising is required over 5,000. See 3.18.
3. Offers may be opened and evaluated upon receipt. All responses must be received at the designated location by the date and time stated in the solicitation (see 3.1e).
4. In lieu of an evaluation committee, the buyer or end user may solely evaluate and rank offers. Upon completion of the evaluation, negotiations shall be conducted with the offerors selected.
5. Post Notice of Award for 10 days if a Notice of Intent to Award was not issued.

6.3 **Sealed Bids - 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). (See 3.1e for further guidance on the receipt and opening of sealed bids.)

Annex 6-B

SAMPLE FORMAT AND STEP-BY-STEP PROCEDURES

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.

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. _____ * DMBE-certified Small Business No. _____ Class: _____ Specialty Codes: _____

Name And Address Of Firm:

Date: _____ By: _____ (Signature In Ink) Name: _____ (Please Print) Title: _____ Telephone Number: (____) _____ Zip Code: _____ eVA Vendor ID or DUNS #: _____ Fax Number: (____) _____ E-mail Address: _____

* 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.

7.4 Negotiation and Award

- a. Negotiations are conducted with each of the offerors so selected. Negotiation allows modification of proposals, including price. Offers and counter-offers 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; however the contract may be awarded to a reasonably ranked DMBE-certified small business offeror that is other than the highest ranking offeror (3.10 f.). 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 Annex 7-H). 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 3.17 and *Code of Virginia*, §2.2-4342D). 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.
- d. Agencies may cancel a RFP, or reject proposals at any time prior to making an award (*Code of Virginia*, § 2.2-4319 and 3.1d in this manual).
- e. The award documents shall incorporate, by reference, the terms and conditions of the RFP and the contractor's proposal, together with all written modifications thereof (see 4.12, Annex 6-G, and Annex 6-H).

Annex 7-B

COMPETITIVE NEGOTIATION STEP-BY-STEP PROCEDURES

STEP 4 - 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 nondisclosure statement (Annex 7-J) concerning conflict of interest.

STEP 12 - 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.

Annex 7-H SAMPLE

Offeror: Unique Concepts Inc.

Summary of Evaluation Ratings by Criteria Worksheet

RFP# FM-000-12-001

Date: May 15, 20xx

Criteria	Narrative Summary of Ratings
Plan or Methodology Possible 30 points	The offeror’s methodology met the RFP criteria. The plan was clear, concise, and offered innovative approaches. The offeror’s plan was broken down into phases and clearly provides a time frame to monitor progress. The plan detailed each task and allowed flexibility based on the agency’s needs. Out of a possible 30 points, the offeror received an average of 24.5 points from the committee.
Experience/Qualified Firm or Personnel Possible 25 points	The firm’s experience was solid and vast. It had over 35 years experience in the field of this service. The personnel assigned to the project had a combination of education and hands-on experience that met or exceeded the requirements. Experience was the firm’s major strength, receiving the maximum points available. Offeror received 25 points
Small Subcontracting Plan Small Business-20 points Other-Possible 15 points	The offeror’s small business plan was acceptable. It committed 75% of its total cost to small business utilization. The plan was detailed and the subcontracting contact information provided was complete. In addition, the subcontractor was present at negotiations to discuss its roles throughout the project. Offeror received 15 points
Price Lowest price- 15 points	The offeror provided pricing as required – hourly rate and estimated contact hours for each category. The offeror was able to correlate the hours with the detailed work plan. Through negotiations, the final price was agreed to and the offeror received 15 points out of 15 allotted for this criterion.
References Possible 10 points	The offeror provided the required number of references. Each reference had provided the similar service in public relations/marketing to each reference. References had worked an average of three years with the offeror. Each reference rated the offeror with a favorable evaluation of “Always” or “Usually” on nine of nine categories. All references indicated that they would recommend this firm for work in these services. The offeror received 10 points.

This worksheet should be a compilation of the evaluation committee’s ratings and not done by or for each committee member. This worksheet should be completed for each offeror negotiations were conducted with.

Total Score 89.5

Annex 7-J SAMPLE

NON DISCLOSURE STATEMENT

The procurement of goods and services by a public body from a private enterprise is a sensitive process governed by law. We must be assured that all public parties involved in the selection process do nothing to contribute to the “**fact**” or “**appearance**” of any impropriety or personal interest in the outcome of the procurement. Commonwealth law and policy requires that each individual be totally objective in arriving at their conclusions in the evaluation process. To better make you aware of the sensitivity of public procurements, each person serving on this evaluation/selection committee will be required to agree and comply with the following statements derived from *Article 6, Ethics In Public Contracting, Virginia Public Procurement Act*.

- A. I certify that I am not a paid officer or director of any firm which is expected to respond to this Request for Proposals (**RFP**). Similarly, no member of my immediate family is a paid officer or director of any firm which is expected to respond to this **RFP**.
- B. I certify that neither I, nor any member of my immediate family, do not directly owe money to any employee or officer of any firm which is expected to respond to this **RFP**.
- C. I certify that I do not have any funds invested in any firm which is expected to respond this **RFP**. Similarly, neither I nor any member of my immediate family own or control an interest in any firm which is expected to respond to this RFP.
- D. I certify that since my employment at the Department of _____, neither I nor any member of my immediate family, received lodging, entertainment, transportation, money or anything else of value offered by an employee or officer of any firm which is expected to respond to this **RFP**. (This includes tickets to sporting events or shows, meals or lodging, gifts, etc.). During and after the procurement process, I will not accept any of the forgoing from any employee or officer of any firm which is expected to respond or did responded to the **RFP**.

NOTE: Exceptions to D. must be approved by the Agency Director initiating the procurement action. Such approval could include acceptance of a meal which is widely offered to many individuals inside and outside the Department (i.e. provided on-site when a break in the proceedings is not practicable.)

- E. I certify that I have not received any compensation from any firm which is expected to respond to this RFP. No member of my immediate family has received compensation, salary or wages in excess of \$10,000 from any firm which is expected to respond to this RFP.

NOTE: If at any time during the evaluation/selection process, I find that I, or any member of my immediate family, have a personal interest in any firm responding to this RFP, I will promptly notify the chairperson of this conflict and voluntarily remove myself from this evaluation/selection process.

- F. During the course of this procurement, I understand that **all** communication with firms regarding this **RFP** must be handled by the chairperson. I agree not to contact firms responding to this **RFP**, and if any of these firms attempt to contact me directly, I agree to refer the firm to the chairperson. I also agree that the information acquired through this evaluation/selection process will not be divulged to anyone outside the panel until after award of the contract resulting from this process.
- G. I agree to abide by all the policies/procedures contained in this document relative to this procurement as well as any other instructions and directed by the Chairperson of this evaluation/selection committee.

Signature

Printed Name

Date

8.7 **Legislatively Directed Contract Awards.** If an appropriation of funds by the General Assembly specifies a particular entity from which the agency administering such funds is to procure goods or nonprofessional services, the agency administering such funds may utilize the sole source method of procurement, based on the agency's determination that the General Assembly has authorized award solely to that entity, and that there is therefore only one source practicably available for that which is to be procured. If the entity to receive the contract is a charitable institution, the determination approved by the agency head or designee must include a determination that the compensation to be paid to the entity is no more than the fair and reasonable value of the goods or services being purchased from the entity. For such legislatively-directed contract awards, the "Sole Source Procurement Approval Request" form set out in Annex 8-C and the associated approval by DGS/DPS are not required; however, the agency's determination on the points specified in this Section 8.7 must be approved in advance and in writing by the head of the agency administering such funds, or by the agency head's designee, who shall be a direct report to the agency head, prior to commencement of the actual procurement, and a notice of award as specified in § 2.2-4303(E), *Code of Virginia*, must be posted in eVA VBO.

Agencies may then execute a contract that includes but is not limited to the scope of work, period of performance, compensation, reporting requirements and appropriate terms and conditions. An example form of contract award can be found in Annex 8-F. Agencies are responsible for ensuring that contracts meet a measurable scope of work supporting the fair and reasonable value determination and require written progress/achievement reports from the contractor.

Reporting Requirements Example: If a charitable organization receives \$5,000 to provide meals at an average cost of \$10 each, the charitable organization would need to report on when and where it provided 500 meals.

8.8 **Alternative Procurement:** If any payment is declared unconstitutional for any reason or if the Attorney General finds in a formal, written, legal opinion that a payment is unconstitutional, in circumstances where a good or service can constitutionally be the subject of a purchase, the administering agency of such payment is authorized to use the affected appropriation to procure, by means of the Commonwealth's Public Procurement Act, goods and services, which are similar to those sought by such payment in order to accomplish the original legislative intent (2011 Appropriation Act, § 4.5.04).

Annex 8-F

(AGENCY LETTERHEAD)

COMMONWEALTH OF VIRGINIA

FORM OF CONTRACT AWARD

Contract Number: _____ Date: _____

Vendor/Organization Reference Number: _____

Vendor/Organization Name: _____

Address: _____

SCOPE OF WORK: _____

PERIOD OF PERFORMANCE: From _____ through _____

COMPENSATION: _____

REPORTING REQUIREMENTS: The contractor shall provide a (weekly/monthly) progress report to (a specific person or title) outlining the specific tasks completed pursuant to the provisions of the contract and the completion dates of such tasks and projected completion dates for the remaining specific tasks required by the contract. At least (two 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 require additional elaboration as it deems necessary to insure a comprehensive and thorough written report of all required work required by the contractor. On or before the ending period of performance specified in the contract, a final report shall be delivered to (a specific person or title) for its approval. The contractor shall furnish (*n*) copies of the final report.

This contract award is subject to the attached list of General Terms and Conditions of the Commonwealth of Virginia *Vendors Manual Appendix B Section II* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is normally available for review at the purchasing office and is accessible on the internet at www.eva.virginia.gov under "Vendors Manual" on the vendor tab. Additionally, this contract award is subject to any attached Special Terms and Conditions.

(Agency Signature)

(Contractor Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

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.

10. This Chapter is intended as internal guidance to Commonwealth contract administrators and purchasing agencies and shall not be construed as extending rights enforceable by the contractor, nor as otherwise modifying or supplementing the terms of the contract.

General. Contract administration begins after award of the contract. Its purpose is to assure that the contractor's and agency's total performance is in accordance with the terms and conditions of the contractual agreement. The integrity of the public purchasing system demands that goods or services be furnished, received, invoiced and paid as specified in the contract. Contract administration includes all actions taken by the state relative to a specific contract after the award is made. Each agency in its implementing procedures shall ensure that effective contract administration is included. Agencies should assemble and maintain a master listing of all their term contracts to include the initial period and number of renewals. For assistance with contract administration, contact DGS/DPS at 804-225-4045.

After issuance of a contract award document including those awarded by DGS/DPS, the agency is responsible for contract administration to assure that the services or goods are provided in accordance with the terms of the contract. Planning and proactive management of a contract are crucial to effective contract administration. All vendor noncompliance shall be reported on a Procurement Complaint Form and, when warranted, telephonic contact should be made with the DGS/DPS Contract Compliance Section for immediate assistance (see Annex 10-H).

- 10.2 **Contract Administrator.** 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 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.

FAX Request to: 804-371-7877

Exemption Number _____

EMAIL Request to: linwood.spindle@dgs.virginia.gov

Department of General Services - Division of Purchases & Supply
Procurement Exemption Request

(1) Requesting Agency: _____	Agency Code: _____
(2) Requestor's Name: _____	Phone #: _____
(3) Date of Request: _____	FAX #: _____
(4) Description of Procurement: _____ Applicable Commodity Code: _____	
(5) Proposed Method of Procurement: <input type="checkbox"/> Telephonic Quotation <input type="checkbox"/> Facsimile Solicitation <input type="checkbox"/> Written Solicitation <input type="checkbox"/> Quick Quote <input type="checkbox"/> Cooperative Procurement <input type="checkbox"/> Other: _____	
(6) Is There a Recurring Demand for this Commodity? <input type="checkbox"/> Yes <input type="checkbox"/> No	
(7) Will Competition Be Sought In Procuring This Requirement? <input type="checkbox"/> Yes <input type="checkbox"/> No	
(8) If not seeking competition, provide reason: _____	
(9) Justification for Request (Use attachments if necessary): _____	
***** DPS Use Only *****	
(10) Exemption Request is hereby: <input type="checkbox"/> Approved <input type="checkbox"/> Denied If denied, reason for denial: _____	
(12) Additional comments or requirements: _____	
(13) Contract Officer Assigned Request: _____	
(14) Director (or designee) for Procurement Sign Off: _____ Date: _____	
(rev. 07/01/05)	

**NOTE: This form should be submitted electronically through eVA.

- 14.5. e. **Unsealed Bidding:** (over \$5,000 up to \$100,000): Solicitation of bids or quotes via Quick Quote is mandatory for noncontract requirements over \$5,000 up to \$100,000; however, unsealed bidding may be used in lieu of Quick Quotes for complex procurements if the agency expects to issue addenda. Quick Quote may also be used to solicit for requirements under \$5,000. eVA VBO advertising is required over \$5,000.
1. **Quick Quote:** Vendors must be registered in eVA in order to respond electronically to Quick Quotes in eVA. Electronic Quick Quote responses and other methods for vendors to respond to Quick Quotes may be used simultaneously. Provide the Standard eVA Term and Condition in Annex 14-A when providing Quick Quote information to an unregistered vendor. The resulting order must be processed through eVA. Reference the Quick Quote number in the header cross-reference field of the eVA requisition. When an award action is taken or a “no award” decision is made, the agency shall update the Quick Quote to reflect the appropriate status. Quick Quote solicitations and award notices are not required to be posted on eVA VBO.
 2. **Unsealed Bidding:** Unsealed bidding should include a cover sheet, the item description or brief scope of work, the Commonwealth’s General Terms and Conditions, any Special Terms and Conditions, and a pricing schedule. The General Terms and Conditions may be incorporated by reference (provided the eVA website address is stated should a bidder need to obtain a copy of the full text), but all appropriate Special Terms and Conditions must be stated. An abbreviated format, similar to the one shown in Annex 6-B may be used to solicit unsealed bids. Bids may be opened, recorded, and tabulated upon receipt; however, to be considered, bids must be received at the stipulated location by the date and time specified

14.9 **Use of eVA and Exclusions:**

a. **Use of eVA.**

- (1) All purchase transactions, regardless of funding source, governed by the *VPPA* without regard to agency-specific exemptions, shall be processed through eVA to eVA registered vendors except as otherwise provided herein (see 14.11 or 14.9 b). eVA purchase orders should be issued prior to contractors performing any work. However, should the agency find it necessary to issue any eVA confirming orders, the confirming orders must be placed within eVA within five (5) business days after directing the contractor to proceed. This includes orders imported to eVA from ERPs (enterprise resource planning systems).
- (2) Enterprise Resource Planning Orders. Any ERP order provided to vendors, in lieu of or in advance of a corresponding eVA order, shall include the standard eVA order term and condition. See Annex 14-A.
- (3) eVA Fees. Agencies and vendors shall pay eVA fees as set forth on the eVA Fee Schedule published on the eVA billing and payment portal. The eVA Fee Schedule is defined as a listing of eVA transaction fees (eVA fees) that are assessed to eVA users, including Vendors. The eVA Fee Schedule is published on the eVA website. Each fee set forth on the eVA Fee Schedule is effective dated so eVA users, including Vendors, can determine the appropriate fee by cross referencing a fee’s effective date to the date of the activity for which the fee is assessed.
- (4) Modification of Existing Contracts as a Result of Changes to the eVA Fee Schedule. Agencies and institutions with existing contracts that will result in new purchase orders issued after the change to the eVA Fee Schedule may give Contractors the opportunity to adjust contract prices based on any impact to the Contractor resulting from the new order transaction fee.

- 14.9. b. **Exclusions.** Exclusions, regardless of dollar value, include the procurement types listed below. At the option of the agency or institution, these exempt transactions may be processed through eVA, by issuing the order to an unregistered vendor (Ad Hoc); however, the agency or institution placing the order will be required to pay the eVA agency fees specified in the eVA Fee Schedule published on the eVA billing and payment portal.

14.11 **Orders To Unregistered and State Entered Vendors In eVA and Related Fees.** There may be times when an agency or institution is compelled to do business with a vendor that refuses to register in eVA (State Entered and Unregistered (ad hoc) vendor) and the specific purchase transaction is not included in the exclusion list set forth in *APSPM* Section 14.9.b. In such cases, the agency or institution is required to process the order through eVA.

14.12 **Self-Certification and Fees For Non-Compliant Purchase Transactions.** Monthly each agency and institution shall submit a self-certification that the agency has or has not complied with all requirements set forth herein. The self-certification shall be completed via a password protected electronic eVA Dashboard that can be accessed via a

link on the eVA website. The self-certification shall be electronically signed by the agency or institution purchasing director, chief financial officer, or designee.

If the agency or institution certifies that it has not complied with the requirements set forth herein, the following shall also be submitted to evabilling@dgs.virginia.gov Attn: Deputy eVA Business Manager, Subject: Self Certification.

- a. a detailed explanation for why the agency or institution failed to comply with the requirements;
- b. a corrective action plan for achieving timely compliance;
- c. an itemized list of all non-compliant purchase transactions (including purchase order number, date, vendor, amount, commodity code, CARS subject code, and method of procurement); and

Self-certifications and any required additional documentation shall be submitted no later than the 15th day following the end of the monthly reporting period (e.g., August 15th, September 15th, October 15th, etc.). Agencies and Institutions will be assessed 2% of the total amount of all non-compliant purchase transactions. The assessed eVA Dashboard fees will be reflected on the agencies next invoice.

Failure to submit the required monthly self-certification and associated documentation will result in the automatic assessment of a 2% fee based on the agency's or institution's total CARS expenditure less eVA spend for the reporting period.

APPENDIX A

GLOSSARY AND ACRONYMS

Contract, Cost-Plus-A-Percentage-Of-Cost: A form of contract which provides for a fee or profit at a specified percentage of the contractor's actual cost of accomplishing the work.

E-Verify Program: The electronic verification of work authorization program to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (P.L. 99-603).

Fair Market Value: The price that is agreed upon by buyers and sellers in the open market who are familiar with market conditions and not under any compulsion to buy or sell, provided the price is substantiated by specific data. There may be more than one way to ascertain fair market value, including determining the lowest price at which private, commercial sources have recently sold or offered substantially similar goods/services to the purchasing agency or to other public or private entities.

APPENDIX B

SECTION I

REQUIRED GENERAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services

to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

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

T. INSURANCE

3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

Profession/Service

Limits

Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	\$1,725,000 per occurrence, \$3,000,000 aggregate
(Limits increase each July 1 through fiscal year 2031, as follows: July 1, 2013 - \$2,100,000, July 1, 2014 - \$2,150,000. This complies with <i>Code of Virginia</i> § 8.01-581.15.	
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate

Professional Engineer
Surveying

\$2,000,000 per occurrence, \$6,000,000 aggregate
\$1,000,000 per occurrence, \$1,000,000 aggregate

*** When Used: FOR CONSTRUCTION, SERVICE CONTRACTS AND GOODS CONTRACTS WHEN INSTALLATION IS REQUIRED - Required in all solicitations where a contractor will perform work or services in or on state facilities. The limits are minimums and may be increased. The Department of Treasury, Division of Risk Management (804-786-3152) should be contacted when other types of coverage may be required or when in doubt as to the need for other limits. When soliciting one of the Professions/Services listed above include the Professional Liability/Errors and Omissions coverage and limits as shown. When not soliciting one of these Professions/Services, omit the required coverages section from the General Terms and Conditions boilerplate.**

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

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

- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2011 the vendor transaction fees can be found at www.eVA.virginia.gov.

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

*** When Used: Include in all solicitations, contracts, and contract renewals. In addition, this General Term and Conditions must be incorporated or incorporated by reference in all purchase orders issued by state agencies and institutions except for the procurement types which are excluded in section 14.9.**

SECTION II

SPECIAL TERMS AND CONDITIONS GOODS AND NONPROFESSIONAL SERVICES

The following is an index of Special Terms and Conditions clauses. Some are mandatory whereas others may be used at the buyer's discretion in IFBs and RFPs as the individual procurement may dictate. These clauses cover a broad spectrum of goods, printing, and services and are followed by a brief explanation (indicated by an asterisk *) of when each should be used. Other special terms and conditions may be developed and included in the solicitation when appropriate.

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MANDATORY FOR MOST CONTRACTS

2. A. **AWARD:** An award will be made to the lowest responsive and responsible bidder. Evaluation will be based on net prices. Unit prices, extensions and grand total must be shown. In case of arithmetic errors, the unit price will govern. If cash discount for prompt payment is offered, it must be clearly shown in the space provided. Discounts for prompt payment will not be considered in making awards. The State reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete items prior to making an award.

* **When Used: For use when soliciting bids for goods or services.**

4. **eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS:** The solicitation/contract will result in (_____) purchase order(s) with the eVA transaction fee specified below assessed for each order.
- a. For orders issued July 1, 2011 thru December 31, 2013, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued January 1, 2014, and after, the Vendor Transaction Fee is:
- (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

The eVA Internet electronic procurement solution, website portal www.eva.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

***When Used: Include in all solicitations, contracts and contract renewals. If the quantity of orders that will be issued is known, insert the expected number of orders in the blank provided (e.g., one, twelve, monthly, etc.). If the exact quantity is unknown, change the first sentence to read, "It is anticipated that the contract will result in multiple purchase orders (i.e., one for each delivery requirement) with the eVA transaction fee specified below assessed for each order."**

AS INDIVIDUAL PROCUREMENTS MAY DICTATE

16. **CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: _____

License # _____ Type _____

Subcontractor Name: _____

License # _____ Type _____

*** When Used: Include in all solicitations for specific types of services for which State statutes or regulatory agencies require contractors or subcontractors to be properly registered, licensed or hold a permit prior to performing such work. See 3.4.**

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

From: _____
 Name of Bidder/Offeror Due Date Time

_____ _____
 Street or Box Number IFB No./RFP No.

_____ _____
 City, State, Zip Code IFB/RFP Title

DMBE-certified Small Business No. _____

Name of Contract/Purchase Officer or Buyer _____

*** When Used: For use in solicitations for which the purchasing agency has not furnished a special bid/proposal return envelope or the envelope furnished is not adequate. If the solicitation is a combined two-step IFB, the bidders should be instructed to identify the outside of both the technical proposal and the pricing envelopes to show the bidder's name, company name and address, and bid reference number. If the bid/proposal is set-aside for DMBE-certified Small Businesses, the bidder/offeror shall provide the DMBE-certified Small Business number.**

51. **SECURITY LICENSE:** In accordance with *Code of Virginia* § 9.1-139 the bidder/offeror or their subcontractor shall be licensed by the Department of Criminal Justice Services for solicitations which include the following work: installation, service, maintenance, or design of security equipment; security officer service; and/or private investigator service. Licenses must be obtained prior to submitting a bid/offer. The bidder/offeror shall place their license number or their subcontractor's license number in the space provided below:

Bidder/Offeror Private Security Services Business License

Number: _____

Subcontractor Private Security Services Business License

Number: _____

For assistance, bidders/offerors may contact the Department of Criminal Justice Services at 804-786-4700.

*** When used: In 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 that require the contractor to have a Private Security Services Business License issued by the Department of Criminal Justice Services under the *Code of Virginia* § 9.1-139.**

59. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

***When Used: Include in contracts when contractors utilize, access, or store personally identifiable information in the performance of the contract.**

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

*** When used: In all solicitations for services in excess of \$50,000.**

64. **EMERGENCY EVENT PRICING:**

- a. Subsection (b) below shall take effect if 1) the Commonwealth or the federal government declares a state of emergency affecting the area where the venue is located within 5 days of the event, or 2) if state or local government offices are closed on an emergency basis in the area in which the venue is located within 5 days of the event:
- b. If an event described in subsection (a) occurs, the Commonwealth may cancel any number of hotel reservations, conference reservations, and any amount of food and beverage services for the event or all reservations and all food and beverage services. In that event, the Commonwealth shall pay Contractor 25% of the contract price of those reservations and services as listed below;
 - i. 25% of the catering revenue based on the difference between the attendees anticipated and the number of attendees fully paid for
 - ii. 25% of the difference in revenues between the lodgers anticipated and the number of lodgers fully paid for
 - iii. 25% of the venue rental fees
- c. These limits include any applicable taxes and service charges. No other cancellation policy or liability shall be effective if the Commonwealth exercises this option.

*** When used: For use in solicitations where the timely need for the goods or services could be affected due to a declared emergency or emergency office closings. Such events could involve conferences, lodging, or catering. Percentages or categories could be modified according to the needs of the procurement.**