

June 30, 2008

MEMORANDUM

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

FROM: Ron Bell
Director

SUBJECT: Procurement Information Memoranda (PIM) #98-024

Enclosed is PIM #98-024, effective July 1, 2008, 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 and Division of Purchases and Supply websites at <http://www.eva.virginia.gov> and <http://dps.dgs.virginia.gov/dps/>, respectively. The 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 98-024 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 #98-024 should be filed in the back of the Appendix C log.

APSPM Cite	Summary of Changes
1	Adds a sentence to last paragraph to clarify that PIMs affect solicitations issued on or after the effective date of the PIM.
2.1 c (2)	Updates contact information and code cites for DBVI Business Enterprises and replaces the words “issue a waiver” in item (d) with the words “decline the opportunity.”
2.1 h	Replaces reference to form “CP-15” with reference to form “OFMS-1,” updates Office of Fleet Management web address, and adds language stating “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.”
3.17 h	Adds item h to section 3.17 to clarify that unsealed bid and unsealed proposal records shall be open to the inspection of any citizen, or any interested person, firm or corporation only after award of the contract.
3.19	Corrects code cite.
3.22 f	Adds section to clarify that vendor sponsorships of conferences and other events must comply with the 2008 Appropriation Act, 4-2.01.a.
3.22 g	Adds section to clarify that gift prohibition includes distributions at vendor expos.
3.27	Adds new section to give guidance on safeguarding personally identifiable information.
4.3 e	Adds sentence to allow agencies to permit videoconference attendance for <i>optional</i> prebid/preproposal conferences.

4.4 b	The word “equal” is replaced with “equivalent” to clarify what other goods may be considered when a brand name is used in a specification. A sentence is added suggesting listing salient characteristics when using brand names or equivalent specifications.
4.28	Revises section to generally prohibit advertising or promotional literature stating or implying that a Commonwealth agency or institution endorses a vendor’s products or services. An additional paragraph is added allowing vendors to list an agency or institution in a client list, provided that the listing does not state or imply endorsement, and a provision is made for an agency to prohibit such listing by including revised Special Term and Condition in Appendix B, Section II, 1.
Annex 4-H	The word “equal” is replaced with “equivalent” in item 6.
Annex 5-G	The words “Vendor’s FIN or SSN” are removed and replaced with “eVA Vendor ID or DUNS Number.” The word “equal” is replaced with “equivalent” in items 1, 4 and 5 of the instructions.
Annex 5-H	The words “Vendor’s FIN or SSN” are removed and replaced with “eVA Vendor ID or DUNS Number.”
Annex 5-I	The word “equal” is replaced with “equivalent” in the Brand Name or Equivalent checkbox and description on the form. “FEI/FIN Number” is replaced with “eVA vendor ID or DUNS Number” under the signature block.
Annex 6-B	The words “Vendor’s FIN or SSN” are removed and replaced with “eVA Vendor ID or DUNS Number” on the sample IFB cover sheet. The word “equal” is replaced with “equivalent” in section II.A.1 of the step by step procedures.
Annex 6-C	The words “Vendor’s FIN or FEI Number” and “Social Security Number” are replaced with “eVA Vendor ID or DUNS Number” on the Vendor Data Sheet.
7.3 b	Replaces the words “Proposals are then evaluated” with the words “Proposals are evaluated” in the third sentence of the paragraph to clarify that oral presentations may be requested at any point in the process.
Annex 7-B	Replaces the words “FEI/FIN NO” with “eVA Vendor ID or DUNS Number” on the sample RFP cover sheet.
10, 10.7, 10.16, 10.17, 10.18, 10.19, and 10.21 d	Replaces the words “Complaint to State Vendor Form” with “Procurement Complaint Form.”
Annex 10-A	Replaces the words “Complaint to State Vendor form” with “Procurement Complaint Form” in the last item on the check list.
Annex 10-B	Replaces the words “Complaint to State Vendor form” with “Procurement Complaint Form” in item J of the “tips” list.
Annex 10-C	Replaces the words “Complaint to State Vendor form” with “Procurement Complaint Form” in the seventh item in the bulleted list of responsibilities.
Annex 10-E	The words “Vendor’s F.I.N or S.S.N.” are replaced with “eVA Vendor ID or DUNS Number” on item 7 of the instructions.
Annex 10-F	Change “F.I.N. OR SS. NO.” to “eVA Vendor ID or DUNS Number” on the COMMONWEALTH OF VIRGINIA AGENCY PURCHASE ORDER CHANGE form.
Annex 10-H	Replaces the existing COMPLAINT TO STATE VENDOR form with new PROCUREMENT COMPLAINT FORM.

Annex 10-I	Replaces the words “Complaint to State Vendor form” with “Procurement Complaint Form” on the sample CURE LETTER.
Annex 10-J	Replaces the words “Complaint to State Vendor form” with “Procurement Complaint Form” on the sample DEFAULT LETTER.
Annex 10-L	Replaces the words “Complaint to State Vendor form” with “Procurement Complaint Form” on the sample DEFAULT AND REQUEST FOR PAYMENT LETTER.
11.2	Corrects the first paragraph in this section to show that there is a thirty day time period for parties to institute judicial review
13.8 a	The word “equal” is replaced with “equivalent.”
Appendix A	Revises the definition of “Small Business” in accordance with §2.2-4310.E.4 to include businesses independently owned or operated by citizens of the United States or non-citizens who are in full compliance with United States immigration law. Adds definition of “Sponsorship.”
Appendix B, Section I, E	Expands General Term and Condition E Immigration Reform and Control Act of 1986 to apply to all written contracts in accordance with § 2.2-4311.1, regardless of dollar value or procurement method.
Appendix B, Section I, J	Adds item 4 to encourage contractors and subcontractors to accept electronic and credit card payments.
Appendix B, Section I, R	Replaces the word “equal” with “equivalent” in General Term and Condition.
Appendix B, Section II, 1	Replaces the Special Term and Condition on Advertising with one which may be used to prohibit a contractor from listing an agency in client lists in accordance with the changes to 4.28.
Appendix B, Section II, 45 B	Special Term and Condition is updated to replace the word “equal” with the word “equivalent” and clarify which papers may be accepted as equivalent to specified papers in printing solicitations.
Appendix B, Section II, 61	Special Term and Condition added to be used in contracts when contractors utilize, access, or store personally identifiable information in order to prohibit disclosure of such information and to require contractors to report any breaches of such information.

Changes incorporating all PIMS are reflected in the *APSPM* full version, which will be made available on the eVA website, under the *APSPM* Manual. Changes to the *Vendors Manual* are also available on the eVA website.

To print a copy of the manual, save it to your hard drive or network and print from there. Printing directly from the website will result in lost formatting. If you should have questions about the changes, please contact Keith Gagnon at 804-786-0324 or keith.gagnon@dgs.virginia.gov.

1. **General.** Public purchasing embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws enacted by the appropriate legislative body. The intent of the Virginia General Assembly is set forth in the *Virginia Public Procurement Act (VPPA)*.

To the end that public bodies in the Commonwealth obtain high quality goods and services at reasonable cost, that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business and that no offeror be arbitrarily or capriciously excluded, it is the intent of the General Assembly that competition be sought to the maximum feasible degree, that procurement procedures involve openness and administrative efficiency, that individual public bodies enjoy broad flexibility in fashioning details of such competition, that the rules governing contract awards be made clear in advance of the competition, that specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor, and that the purchaser and vendor freely exchange information concerning what is sought to be procured and what is offered. Public bodies may consider best value concepts when procuring goods and nonprofessional services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation. (*Code of Virginia*, § 2.2-4300).

This statement of intent by the General Assembly highlights the use of competition to the maximum feasible degree. Competitive procurement requires time and administrative effort; it does not guarantee that an agency's preferred brand or vendor will be selected. Conducted properly, competitive procurement responds to user needs, results in public confidence in the integrity of public purchasing, and generally brings the most favorable prices.

The *Virginia Public Procurement Act (VPPA)* applies generally to every "public body" in the Commonwealth, which § 2.2-4301 of the *Code of Virginia* defines to include "any legislative, executive, or judicial body, agency, office, department, authority, post, commission, committee, institution, board or political subdivision created by law to exercise some sovereign power or to perform some governmental duty..."

If there is to be a contract between a state agency and a nongovernmental vendor, the *Virginia Public Procurement Act (VPPA)* and the regulations set forth in this manual and the *Vendors Manual* apply regardless of the source of funds by which the contract is to be paid or which may or may not result in monetary consideration for either party. These documents also apply whether the consideration is monetary or nonmonetary and regardless of whether the public body, the contractor, or some third party is providing the consideration.

Changes to this manual will be announced through the issuance of Procurement Information Memorandums (PIMs) by DGS/DPS and should be filed in Appendix C for future reference purposes. Unless guidance accompanying a PIM states otherwise, solicitations issued on or after the effective date of the PIM shall be subject to the APSPM as revised by that PIM. Solicitations issued before the effective date of the PIM shall not be affected by the PIM unless the contracting officer chooses to issue an addendum to an outstanding solicitation or negotiate a

contract change. Contract officers shall include any applicable, new or revised terms and conditions, and forms in solicitations affected by the PIM.

2.1 Mandatory Sources.

c. **Department for the Blind and Vision Impaired (DBVI).**

(2) **DBVI Business Enterprises.** When any vending stand or other business enterprise operated in a public building becomes vacant or a vacancy is created through the construction or acquisition of new public buildings or renovation or expansion of existing public buildings, the existence of such vacancies shall be made known to the Department for the Blind and Vision Impaired at 804-371-3103. The DBVI acting on behalf of the blind shall have first priority in assuming the operation of such vending stand or other business enterprise through the placement of a properly trained blind person in such vacancy (*Code of Virginia* § 51.5-79 and 51.5-89).

- (a) In addition to food service opportunities such as snack bars, cafeterias, and vending machine supplements, enterprises such as bookstores and other over the counter operations are also included.
- (b) Opportunities amounting to estimated annual sales of less than \$5,000 are exempt from this requirement.
- (c) In all cases for consideration the enterprise must be sent to the Business Enterprise program of the DBVI in the form of a statement or scope of work at least sixty days prior to publication of a solicitation.
- (d) The Business Enterprise division of the DBVI will evaluate the opportunity and either make a proposal to operate the enterprise or decline the opportunity.

When convenience or emergency requires it, the Commissioner of the DBVI may, upon request of the purchasing officer, release the purchasing officer from the obligations of this section. Any purchasing officer who violates its provisions shall be guilty of a misdemeanor and upon conviction shall be punished accordingly (*Code of Virginia*, § 2.2-1117).

2.1 Mandatory Sources.

h. **DGS/Office of Fleet Management.** For the purchase or lease (exceeding thirty days) of motor vehicles, agencies must submit 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.

Additional information on OFMS can be obtained at Office of Fleet Management website.
<http://www.dgs.virginia.gov/OFMSHome/tabid/173/Default.aspx>.

3.17 h **Small Purchase Records.** Unsealed bids and unsealed proposal records shall be open to the inspection of any citizen, or any interested person, firm or corporation in accordance with the Virginia Freedom of Information Act only after award of the contract.

3.19 **Recycled Goods Purchase Program.** Agencies are encouraged to promote the use of recycled goods. Through its programs, the Department of Environmental Quality shall increase agency awareness of the benefits of using such products. Information on the availability of recycled goods, including those which use post-consumer and other recovered materials processed by Virginia-based companies may be obtained by calling the DGS contact at 804-786-0103. Agencies shall, to the greatest extent possible, adhere to any recycled products procurement guidelines established by DGS (*Code of Virginia*, § 2.2-4323D).

3.22 **Standards of Conduct**

f. No state agency shall solicit or accept any donation, gift, grant, or contract without the written approval of the Governor except under written guidelines issued by the Governor which provide for the solicitation and acceptance of nongeneral funds (*2008 Appropriation Act, 4-2.01.a.*) Monetary or non-monetary sponsorships exceeding nominal value by vendors in support of conferences and other events are considered donations and must comply with the *2008 Appropriation Act, 4-2.01.a.*

g. Vendors and employees of the Commonwealth are prohibited from exchanging anything exceeding nominal value at expo events, which includes distributions by vendors at exhibit booths where the vendors are educating buyers about their products.

3.27 **Protection of Personally Identifiable Information.** Commonwealth agencies are responsible for safeguarding personally identifiable information of their clients, employees, vendors, contractors and any other individuals providing information to the Commonwealth. Personally identifiable information includes, but is not limited to, Social Security Numbers, financial account numbers, and any other such information protected from disclosure by federal law or the Code of Virginia. The Commonwealth and its contractors shall safeguard personally identifiable information from disclosure to the public. Include Special Term and Condition 61 from Appendix B, II in contracts when the contractors utilize, access, or store personally identifiable information.

Agency procurement officers must ensure that any Social Security Numbers are redacted from contract files before files are disclosed to the general public or inspected by any other individuals, firms or other interested parties who are granted access to information.

4.3 **Preparing the Written Solicitation.**

e. **Prebid or Preproposal Conferences.** Conference or site visits early in the solicitation cycle provide an opportunity to emphasize and clarify critical aspects of solicitations, eliminate ambiguities or misunderstandings, and permit vendor input. Conferences/site visits shall be conducted with potential bidders or offerors when issuing solicitations for

complex, large (over \$100,000) or critical requirements. This requirement may be waived by an agency procuring under its authority upon written approval of the head of the agency or his or her designee. A waiver is normally granted only when the procurement is routine, and past procurements have shown no problems. Attendance at conferences or site visits may be either optional or mandatory. The issuing agency may permit attendance through teleconferencing or videoconferencing for optional prebid/preproposal conferences. When mandatory attendance is stipulated in the solicitation, an attendance roster is signed by the attendees and only bids or proposals from those firms represented at the conference or visiting the site will be accepted. Agencies should carefully consider whether it is absolutely necessary that bidders or offerors attend in order to understand the solicitation and submit a response to it. Such mandatory conferences and site visits can reduce competition because of vendor scheduling conflicts. In addition, no such conference or site visit can be scheduled less than ten full calendar days from the date the solicitation is issued and public notice requirements are completed. (A sample clause is in Appendix B, Section II.) Prebid or preproposal conferences scheduled during a period of suspended State business operations must be rescheduled by the purchasing agency to a date and time that will permit proper notification to all potentially interested participants. If a modification to the solicitation is required as a result of the conference or site visit, an addendum must be issued. Specific points to be considered when conducting these conferences or site visits are contained in Annex 6-E.

4.4 **Specifications**

- b. **Brand Name or Equivalent.** When it is determined to be impractical to develop a generic specification, a brand name may be used to convey the general style, type, character and quality of the article desired. Unless otherwise provided in the IFB the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand or manufacturer named. Any article which the state, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted (*Code of Virginia*, § 2.2-4315). When brand or manufacturers' names are specified, and one or more of these are known to be Virginia brands or manufacturers, those known to be Virginian shall be listed first prior to listing non-Virginia brands or firms. When a brand name or equivalent specification is used, salient characteristics should be listed.

- 4.28 **Vendor Advertising Prohibition.** Advertising or promotional literature stating or implying that a Commonwealth agency or institution endorses a vendor's products or services is prohibited. Exceptions may only be granted by an agency or institution's chief purchasing official.

A vendor may include a Commonwealth agency or institution in a client list, provided that the listing in no way states or implies that the Commonwealth agency or institution endorses the vendor's products or services. An agency or institution may choose to prohibit a contractor from including reference to that agency or institution in client lists used in advertising or promotional materials by including such a prohibition in the terms and conditions of its contract(s) with that contractor. (See Appendix B, Sect. II, 1)

Annex 4-H

Waste and Abuse Warning Symptoms

6. Repeated use of restricted specs therefore avoiding competition, not using “or equivalent.”
The winning contractor always is the same for the specified item.

Annex 5-G

TELEPHONE RECORD FOR GOODS – Use up to \$5,000; over \$5,000 use Quick Quote.

REQUEST NUMBER: _____		BIDDER #1	BIDDER #2	BIDDER #3
BUYER: _____		DATE: _____	DATE: _____	DATE: _____
eVA VENDOR ID or DUNS NUMBER >				
VENDOR NAME >				
VENDOR ADDRESS >				
CONTACT PERSON >				
PHONE NUMBER >				
FAX NUMBER >				
QUANTITY	ITEM DESCRIPTION	UNIT PRICE / TOTAL PRICE	UNIT PRICE / TOTAL PRICE	UNIT PRICE / TOTAL PRICE
(1)				
(2)				
(3)				
(4)				
(5)				
(6)				
DELIVERY DATE or TIME >				
PROMPT PAYMENT TERMS >				
ARE SHIPPING/HANDLING COSTS INCLUDED IN TOTAL PRICE? YES or NO >				
IF NO: CITE SHIPPING COST >				
TOTAL ORDER VALUE >				

Annex 5-G

INSTRUCTIONS - TELEPHONE RECORD FOR GOODS

1. **CAUTION:** Care should be exercised when obtaining pricing information by telephone. The description of what is desired should be described in generic terms or by use of brand name (including make and model). When specifying a brand name, be prepared to receive bids on an “or equivalent basis” unless the item desired has been justified as proprietary. When identifying potential sources to solicit, ensure that those selected are in business to provide what is needed.
2. **COMMUNICATE:** Communicate with the end user, when appropriate, to ensure that what is needed will be accurately described to the bidder(s).
3. **READ AND EDIT:** Read the requisition to make sure it answers the following questions:
 - WHO will receive the goods?
 - WHAT is needed?
 - WHEN is delivery required?
 - WHERE are the goods to be delivered?
 - HOW to be shipped, e.g., customer pick-up, truck, inside delivery, furnish and install, etc., and
 - HOW much?
4. **MODIFICATIONS:** All bidders contacted must be given the opportunity to bid on the identical specifications. For example, if during the bidding process a bidder offers an alternative (not an equivalent) and the end user determines that the alternate would suffice, then each bidder previously contacted must be provided the revised requirement and allowed to bid.
5. **NOTATIONS:** When soliciting bids on a brand name specified or equivalent basis, note on the phone quote sheet the product offered by each bidder, i.e., “as specified” or make, model of equivalent. When soliciting bids using generic specifications, notate the make and model offered by each bidder.
6. **TERMS AND CONDITIONS:** Note any special conditions that apply to the purchase and communicate those to each bidder. An example would be insurance and contractor licensing requirements involving some types of “furnish and install” procurements.
7. **PRICING:** Bids are to be solicited on a firm fixed price basis. Every attempt should be made to have the prices quoted F.O.B. destination and to include any shipping and handling charges in the total price. Otherwise, any separate charges must be shown on the Telephone Record sheet and included as part of the total bid price when evaluating the bids.

THIS FORM MAY BE REDESIGNED TO FIT LOCAL NEEDS; HOWEVER, THE INFORMATION BLOCKS SHOWN ON THE REVERSE SIDE OF THIS EXAMPLE ARE THE MINIMUM REQUIREMENTS TO BE RECORDED WHEN USING THE TELEPHONE BID METHOD.

Annex 5-H

TELEPHONE RECORD FOR SERVICES

REQUEST NUMBER: _____	BIDDER #1	BIDDER #2	BIDDER #3
BUYER: _____	DATE: _____	DATE: _____	DATE: _____
eVA VENDOR ID OR DUNS NUMBER >			
VENDOR NAME >			
VENDOR ADDRESS >			
CONTACT PERSON >			
PHONE NUMBER >			
FAX NUMBER >			

SCOPE OF WORK	FACTORS	BID INFORMATION	BID INFORMATION	BID INFORMATION
	LABOR COSTS			
	MATERIAL COSTS			
	TOTAL BID PRICE			
	PAYMENT TERMS			
	PERFORMANCE PERIOD/TIME			

***** ATTENTION PROCURING AGENTS, RECORD AND VERIFY THE INFORMATION BELOW WHEN APPLICABLE *****

REQUIRED	REQUIREMENT	CIRCLE "YES" OR "NO" TO INDICATE CONTRACTOR'S COMPLIANCE					
Y or N	Contractor's License Number						
Y or N	Insurance/Workmans' Compensation	YES	NO	YES	NO	YES	NO
Y or N	Prebid Conference/Site Visit	YES	NO	YES	NO	YES	NO
Y or N	Warranty (Materials/Workmanship)	YES	NO	YES	NO	YES	NO
Y or N	Qualified Contractor Personnel	YES	NO	YES	NO	YES	NO
Y or N	References; # Provided: _____	YES	NO	YES	NO	YES	NO

Annex 5-I

FAX BACK

PRICE QUOTE

To be considered, respond by - **Date:** _____ **Time:** _____

Late bids will not be accepted. Fax response back to Fax Number:

Agency: Commonwealth of Virginia	Bidder: Fax Number:
-----------------------------------------	------------------------------------------

Refer questions to _____ **Phone Number** _____

This solicitation is subject to the provisions of the Commonwealth of Virginia General Terms and Conditions, the DGS/DPS *Vendors Manual* and special terms and conditions as attached.

Applicable if checked: Insurance required. Contractor license required (insert below).
 License Number _____

The right is reserved to make an award on a line item, group, or total sum basis.

The following checked specification and/or bid procedure applies to this request:

- Service:** Submit quote based on description of service.
- Generic:** Bidder must list make, model and/or product description offered that will meet the below specified performance requirements.
- Brand Name or Equivalent:** Bidder is not restricted to the specific brand name, but if an equivalent is quoted, sufficient descriptive literature must be faxed with the quote.
- Proprietary:** Quotes will only be accepted for exact brand and model listed.

Quote F.O.B. Destination.

Item	Description of Item/Service	Quan	Unit	Price	Total

Delivery Date (ARO): _____ **Page/Grand Total \$** _____
Prompt Payment Discount Terms: _____

My signature on this solicitation indicates that I will comply with all terms and conditions. I agree to furnish the goods/services at the price(s) indicated.

Bidder Signature: _____ **Phone:** _____
eVA Vendor ID or DUNS Number: _____ **Date:** _____

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 And To All The Conditions Imposed Therein, The Undersigned Offers And Agrees To Furnish The Goods/Services At The Price(s) Indicated In Section VII, Pricing Schedule.

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

Name And Address Of Firm:

_____ Zip Code: _____

Date: _____
By: _____
(Signature In Ink)

eVA Vendor ID or DUNS#: _____

Name: _____
(Please Print)

Fax Number: (____) _____

Title: _____

E-mail Address: _____

Telephone Number: (____) _____

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

* Delete if not applicable.

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

Annex 6-B
SAMPLE FORMAT AND STEP-BY-STEP PROCEDURES
INVITATION FOR BIDS
(IFB)

II. SCOPE OF WORK/DESCRIPTION OF ITEM:

- A. GOODS (FURNISH ONLY): “The contractor shall furnish and deliver each of the following described item(s):”
1. The purchase description(s) must be complete and specify the minimum needs of the agency. Specifications may allow for bidding on a brand name or equivalent basis, if applicable.

Annex 6-C

VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:

_____ Years _____ Months

4. Vendor Information:

eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone:(____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone:(____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone:(____) _____ Fax:(____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone:(____) _____ Fax:(____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

When used: This form is used as an attachment to a solicitation when the agency or institution wishes to check the bidder's/offeror's references or to verify the bidder's/offeror's experience.

7.3 **Sealed Proposals - Receipt and Evaluation.**

- b. The proposals are evaluated by the buyer, contracting officer, or an evaluation team. As an option, evaluators may request presentations or discussions with offerors, as necessary, to clarify material in the offerors proposals, to help determine those fully qualified and best suited. Proposals are evaluated on the basis of the criteria set forth in the RFP, using the scoring weights previously determined. All RFP responses are to be evaluated. Proposals not meeting requirements should be scored lower. Only bids in response to an IFB may be determined to be nonresponsive. Offerors may be given an opportunity to correct a deficiency in their proposals, within an appropriate period of time, as determined by the purchasing office. Offerors who fail to submit required documentation or meet mandatory requirements, in such time, for evaluation purposes may be eliminated from further consideration. Two or more offerors determined to be fully qualified and best suited are then selected for negotiation. Price is considered, but need not be the sole determining factor.

Annex 7-B

SAMPLE FORMAT AND STEP-BY-STEP PROCEDURES
REQUEST FOR PROPOSAL (RFP)

Issue Date: _____ RFP# _____

Title: _____

Commodity Code: _____

Issuing Agency: Commonwealth of Virginia

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

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

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

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

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

Street Address Building Floor Room No.

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference,
The Undersigned Offers And Agrees To Furnish The Goods/Services In Accordance With The Attached Signed Proposal Or As
Mutually Agreed Upon By Subsequent Negotiation.

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

Name And Address Of Firm: _____ Date: _____

_____ By: _____
(Signature In Ink)

_____ Name: _____
(Please Print)

_____ Zip Code: _____ Title: _____

EVA Vendor ID or DUNS number: _____ Phone: (_____) _____

E-mail: _____ Fax: (_____) _____

* PREPROPOSAL CONFERENCE: A (mandatory/optional) preproposal conference will be held on _____ at the
_____. (Reference: Paragraph ____ herein). (If mandatory, add:) NO ONE WILL BE ADMITTED AFTER ____ (Time).

* 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.

10. **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).

- 10.7 **Rejection.** Rejection of goods or services is the responsibility of the receiving agency whenever the goods or services do not meet contract requirements. In the event of a partial or total rejection, the agency should take immediate action to notify the contractor as to the reasons for rejection and to request prompt replacement. When a rejection is made, the appropriate purchasing officer or contract officer should be notified by a Procurement Complaint Form DGS-41-024 (see Annex 10-H and *Vendors Manual*).
- 10.16 **Default.** A contractor is considered in default if he or she fails to perform in accordance with the terms and conditions of the contract (e.g., late delivery, nonconformance to specifications). The following factors should be considered prior to taking any action:
- a. The specific reasons for such failure (see *Vendors Manual*, 7.14).
 - b. The period of time needed to obtain the goods or services from other sources compared to the time delivery or performance could be accomplished by the delinquent contractor.

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

- 10.17 **Vendor Performance Complaints.** Complaints and/or discrepancies on vendor performance should be reported as they occur using the Procurement Complaint Form, DGS-41-024 (see Annex 10-H). Vendors are required to respond to the agency and send a copy to DGS/DPS. Failure to respond within ten days may result in removal from the Vendors List. These complaint reports are necessary in order for DGS/DPS to develop vendor history, evaluate vendor performance, and, if required, to take appropriate and timely action (see 13.6).

Complaints concerning telecommunication services will be forwarded to the Virginia Information Technologies Agency (VITA), Acquisition Services Division, utilizing the DGS/DPS Procurement Complaint Form, DGS 41-024.

10.18 **Notice to Cure.** A Cure letter is used when a contractor has failed to perform or deliver as substantiated by a Procurement Complaint Form. It provides the contractor a period of time to correct or “cure” the deficiency and places the contractor on notice as to the consequences for failure to take the required corrective action. The notice may be given either orally or in writing advising the contractor that non-delivery or non-conformance is a breach of a contract and, if the deficiency is not corrected within a stated number of days, the Commonwealth will terminate the contract for default and hold the contractor liable for any excess costs. When the notice to cure is given orally, it should be confirmed in writing when warranted, i.e., complex agreements and/or concern about willingness of the contractor to voluntarily comply (see sample Cure letter, Annex 10-I).

10.19 **Termination for Default and Repurchase Costs.** Upon the expiration of the time period stated in the “Notice to Cure,” if a satisfactory resolution has not been reached, send the contractor a Termination for Default letter and take repurchase action. This letter states that the contract is being terminated for default and that when the Commonwealth repurchases the goods or services, any additional cost to the Commonwealth will be billed to the contractor (see sample Default letter, Annex 10-J). Normally repurchase should be by competitive means in order to secure a fair and reasonable price. If the repurchase results in increased costs to the Commonwealth, a letter shall be sent to the delinquent contractor demanding payment of the excess costs (see sample request for payment letter, Annex 10-K). Until the excess repayment costs have been received, the contractor shall be removed from the Vendors Mailing List (see *Vendors Manual*, 7.15). Concurrently with this letter, notify DGS/DPS in writing of the removal. In no case should the Termination for Default letter be held up to obtain repurchase costs since the contractor still has a valid contract until notification. If repayment has not been made by the end of the specified period of time, subsequent collection action shall be taken in accordance with the Office of Attorney General’s Collection Procedure Guidelines.

In some instances a contractor will notify the state that they refuse to or cannot deliver or complete performance on a contract. In those situations, it is not necessary to follow the procedure of using a cure notification. However, a Procurement Complaint Form should be filed to provide a historical file for future determinations of responsibility, etc. Refusals are usually timely, in which repurchase would consist of re-awarding to the next lowest of the current slate of still valid bids allowing the submissions of a combined Default and Request for Payment letter. Occasionally, other contractual failures happen quickly enough to allow this same approach. In those instances, a Procurement Complaint Form (Annex 10-H) is required to substantiate the action before notice of default and repayment cost.

10.21 **Cooperative Procurement Contract Administration.**

d. Instructing users to refer all contract complaints in accordance with paragraph 10.17 with one copy of the Procurement Complaint Form furnished to the issuing agency.

Annex 10-A
POST AWARD ADMINISTRATION CHECKLIST

Award contract and post notice of award. (If performance and payment bonds are required, be sure copies have been obtained and validity verified by confirming with surety underwriter prior to issuing the award.)		
List contract on the agency's master contract list or schedule to include period of performance and any renewal option(s) - this will allow for the planning of renewal or rebidding actions.		
Appoint a contract administrator in writing outlining duties and responsibilities and any limitation of authority (see Annex 10-C). Duties may include the following:		
a.	Requirement for periodic evaluation reports of contractor performance and/or progress reports be furnished the purchasing office.	
b.	That maintenance manuals, parts lists and as-built drawing have been obtained prior to authorization of final payment or as required by contract terms.	
c.	A clear understanding of all contractor supplied warranties or bonding commitments.	
d.	The need to advise the purchasing office if changes to the contract, follow-up maintenance, or other services, etc., may be required.	
e.	Acceptance and approval of the receipt of goods and services and documenting the contractor's invoices for approval of payment.	
Be sure the user has encumbered funds to pay for services which overlap fiscal years.		
Provide a copy of the contract and any subsequent changes to accounts payable for invoicing/payment action verification.		
Establish and plot critical contract performance milestones required of contractor (e.g., checklist, progress reports or other written deliverables).		
Compile a tracking report on payments made against the contract.		
If the contract can be renewed be sure that price and all other requirements are based upon conditions of the basic contract.		
If contractor's performance or delivery is unsatisfactory, issue a Procurement Compliant Form, Cure or Termination letter (as appropriate). Sample letters are included in this chapter's annexes. Should action not yield satisfactory results or assistance is needed, contact DGS/DPS's Contract Compliance Section.		

Annex 10-B
CONTRACT ADMINISTRATION “TIPS”

- j. The Procurement Complaint Form is the only official method of problem notification. If the contractor fails to cure the specific breach of contract and/or has multiple failures, the documentation establishes a basis for corrective action against the contractor. For information, contact DPS Contract Compliance at 804-225-4045.

Annex 10-C
SAMPLE DESIGNATION LETTER

Designation and Responsibilities of Contract Administration

TO: Contract Administrator, _____

FROM: Contract Officer, _____

The contract referenced below has been awarded and services or performance may be commenced. You have been assigned as the contract administrator for this contract and are assigned the following responsibilities. A copy of the contract, a performance evaluation report sample, and other related information are attached for your use. Review this information; if you have any questions, please call the contract officer.

Contract Number: _____

Contractor: _____

Project: _____

Period of Contract: _____ to _____

Renewals: _____ successive _____ year options

Contract amount \$ _____

Payment schedule or instructions:

You, as contract administrator, are responsible for: (select or modify)

- Day to day coordination of the delivery of this service (or goods);
- Assurance that services (or goods) are delivered in accordance with the contract terms and conditions;
- Obtaining and approving job estimates and verifying labor hours and classifications if required (time and material contracts);
- Certifying receipt of services (or goods) billed were delivered in accordance with the contract terms and conditions;
- Prompt reporting of delivery failures or contractor performance problems to the Contract Officer;
- Completing and submitting periodic evaluations of contractor performance (evaluation form attached);
- Initiating Procurement Complaint Form if required;
- Assurance that the contract amount is not exceeded without proper authorization from Contract Officer;
- Assurance that the contract terms and conditions are not extended, increased, decreased, or modified in any way without action through the Contract Officer;
- Coordinating contract “start-up” activities with appropriate agency personnel (facilities management, security, etc.)
- Recommending solutions to Contract Officer if performance problems or contract issues persist.

c: Fiscal Officer or Accounts Payable
Others (initiator if different from contract administrator, management, etc.)

Annex 10-E

REQUEST FOR CHANGE OF PURCHASE ORDER AND CHANGE ORDER - FORM DGS-41-008

7. Insert the name, eVA Vendor ID or DUNS number, mailing address and zip code of vendor.

Annex 10-F

COMMONWEALTH OF VIRGINIA
 AGENCY
PURCHASE ORDER CHANGE

eVA Vendor ID or DUNS Number: _____
1

PURCHASE ORDER NUMBER AFFECTED 3
 REQUISITION NO. AFFECTED 4
 CONTRACT NUMBER 5
 DATE 6

USING AGENCY 7

HEREBY YOU ARE REQUESTED TO MAKE THE FOLLOWING CHANGE IN PURCHASE ORDER ABOVE DESIGNATED
ORIGINAL ORDER TOTAL: INCLUDING CHANGE ORDER/S (DISREGARD ANY PAYMENTS)
CHANGE ORDER AS FOLLOWS: SHOW DELETIONS AND/OR ADDITIONS TO FULLY EXPLAIN CHANGE:

COMM. NO.	DESCRIPTION OF ARTICLES OR SERVICES	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
9	10				8

REASON FOR CHANGE: 12	AMOUNT OF INCREASE/DECREASE SHOW IN CODE AREA	11
	NEW TOTAL CHANGE ORDER NO.	

INTRA. INST. CODE: 13 CHECK IF CONTINUATION SHEET ATTACHED

AUTHORIZED SIGNATURE AND TITLE 14 BY _____ TITLE _____

TRANS	AGENCY	GLA	FUND		FFY	PROGRAM			OBJECT	REVENUE SOURCE	AMOUNT			PROJECT		
			FUND	DET		PROG	SUB	ELE			PROJECT	TK	PH			
15																
COST CODE	FIPS	PSD	AGENCY REFERENCE			INVOICE			DUE DATE			REFERENCE DOC				
						DATE	NUMBER		MM	DD	YY	NUMBER	SX	Y		
DESCRIPTION									CURRENT DOCUMENT		SUBSIDIARY ACCOUNT	MULTI-PURPOSE	CHECK IF EXPENDITURE DISTRIBUTION CONTINUATION			
									NUMBER	SX			SHEETS ARE ATTACHED			

Annex 10-H
COMMONWEALTH OF VIRGINIA
Department of General Services
Division of Purchases and Supply
PROCUREMENT COMPLAINT FORM

INSTRUCTIONS FOR COMPLETING THE PROCUREMENT COMPLAINT FORM:

Form Preparation Instructions

Heading: Vendor /Agency information and distribution instructions.

1. Insert the full name and address of the vendor/agency and Insert the eVA Number when submitting the report.
2. Name the person that is to be contacted.
3. **Any responsible person's signature is acceptable (Authorized Vendor/Agency Signature).**
4. Insert phone number of contact person.

Closure: Agency and Order Entry Information

1. Insert the full name and address of the agency/vendor against which this report is filed.
2. Insert the agency representative/buyer/vendor you last contacted, including the phone number and extension.
3. Insert buyer /agency/vendor representative signature.
4. Insert date this form was initiated.
5. Insert the bid number if not an agency order.
6. Insert the purchase order number
7. Insert the purchase order date.
8. Insert the contract number if using state or single agency contract.
9. Insert generic commodity name of the item. Example: chair, etc.
10. Insert Agency Code/ eVA number.

Nature of Complaint: Insert (X) for principle reason (s) for complaint. Attach additional information and documentation.

NOTE:

1. Additional documentation can be attached to e-mail or faxed.
2. Transmit Copy by e-mail, fax or postal delivery.
3. Send via Email to: valerie.deloach@dgs.virginia.gov , fax (804) 786-5413 or mail to 1111 E. Broad Street, Richmond ,VA 23218-1199.
4. Agency/Vendor must print or save a copy for their files.
5. **This form may be used by both Agency and Vendor for complaint issues concerning contracts.**

COMMONWEALTH OF VIRGINIA
 Department of General Services
 Division of Purchases and Supply
PROCUREMENT COMPLAINT FORM

FOR DPS USE ONLY	File Date:	Status:	File No:
	Action/Date:		

TO:

Name of Vendor and eVA# / Agency & Agency Code :			Contact Name:	Title:
Address:			Signature:	
City:	State:	Zip Code:	Phone No:	

NOTE: VENDOR/AGENCY MUST SUBMIT THEIR WRITTEN REPLY BELOW WITHIN TEN (10) DAYS OF RECEIPT OF THIS REPORT. INDICATE YOUR COUNTERMEASURE/CORRECTIVE ACTION BELOW AND MAIL A COPY TO THE ORIGINATING AGENCY AND A COPY TO THE CONTRACT COMPLIANCE OFFICER, DIVISION OF PURCHASES AND SUPPLY, P.O. BOX 1199, RICHMOND, VA 23218-1199. ATTACH ADDITIONAL SHEETS FOR YOUR RESPONSE IF REQUIRED.

FROM:

Agency/Vendor Name:			Agency /Vendor Contact :	
Address:			Phone No:	
City:	State:	Zip Code:	Buyer/Vendor Signature:	

Date:	Agency Code/ Vendor eVA#:	Contract No:	P.O. No:	P.O. Date:	Description:
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NATURE OF COMPLAINT

INVOICE/PAYMENT	DELIVERY	SPECIFICATION/AGREEMENTS	OTHER
<input type="checkbox"/> NON-PAYMENT	<input type="checkbox"/> DELIVERY REFUSED	<input type="checkbox"/> SPECS DELAYED	<input type="checkbox"/> AGENCY DELAYS
<input type="checkbox"/> LATE PAYMENT	<input type="checkbox"/> SHIPPED TO WRONG LOCATION	<input type="checkbox"/> MODIFICATION (NO CHANGE ORDER)	<input type="checkbox"/> UNAUTHORIZED CANCELLATION
<input type="checkbox"/> INCORRECT PAYMENT	<input type="checkbox"/> PARTIAL DELIVERY	<input type="checkbox"/> BID SAMPLE PROBLEMS	<input type="checkbox"/> UNAUTHORIZED PURCHASE FROM NON-CONTRACT VENDOR
<input type="checkbox"/> REFUSED LATE CHARGES	<input type="checkbox"/> TIME OF DELIVERY INAPPROPRIATE	<input type="checkbox"/> DID NOT MEET SPEC.	<input type="checkbox"/> POOR CUSTOMER SERVICE
<input type="checkbox"/> INVOICE PRICE INCORRECT	<input type="checkbox"/> IMPROPER METHOD OF DELIVERY	<input type="checkbox"/> UNAUTHORIZED SUBSTITUTION	<input type="checkbox"/> SHORT/OVER WEIGHT OR COUNT
<input type="checkbox"/> INCORRECT QUANTITY	<input type="checkbox"/> DAMAGED SHIPMENT	<input type="checkbox"/> DAMAGED PRODUCT	<input type="checkbox"/> UNSATISFACTORY INSTALLATION
<input type="checkbox"/> ITEMS DID NOT SHIP	<input type="checkbox"/> LATE/NO DELIVERY	<input type="checkbox"/> LACKS INSPECTION REPORT	<input type="checkbox"/> FAILURE TO IDENTIFY SHIPMENT PER CONTRACT TERMS

OTHER OR FURTHER EXPLANATION: _____

COMMONWEALTH OF VIRGINIA
Department of General Services
Division of Purchases and Supply
PROCUREMENT COMPLAINT FORM

COUNTERMEASURES:

(Agency/Vendor: Be accurate, complete and factual. Indicate manner in which you suggest complaint be settled.)

FOR DIPS USE ONLY	File No: _____
	Action/Date:
	Resolved _____
	Removed from Bidder List _____
	Suspension _____
Debarment _____	
Contract Compliance Officer _____	

Annex 10-I

**CURE LETTER
(Agency Letterhead)**

(May be done orally or in writing.)

Date

Contractor's Name and Address

Subject: Notice of Contract Deficiency and Required Action

Dear _____:

As substantiated by the submission of a Procurement Complaint Form, you have failed to meet the requirement(s), i.e., *(delivery), (specifications), (performance standards), etc. on P.O. (or Contract) _____ dated _____. You are to satisfy this deficiency within _____ days of the date of this letter or be terminated for default and reprocurement action taken under paragraph 7.14 of the *Vendors Manual*. In addition, your firm will no longer be solicited until this matter is satisfactorily resolved.

Sincerely,

Contract Officer/Contract Administrator
Telephone No. (____) _____

c: DGS/DPS Contract Compliance Section

* Choose appropriate condition.

Annex 10-J

**DEFAULT LETTER
(Agency Letterhead)**

Date

Contractor's Name and Address

Subject: Notice of Termination for Default on (Title and Number of the Purchase Order or Contract in Default)

Dear _____:

Reference is made to our submission of a Procurement Complaint Form and * (Notice of Contract Deficiency and Required Action Letter) or (telephone conversation) this date between (Name of Vendor Representative) and (the undersigned) or (Name of DGS/DPS Contract Compliance Officer).

This is to advise that your firm has been placed in default and referenced * (purchase order), (contract) has been terminated for failure to take corrective action within the specified time as referenced above. The Commonwealth will repurchase the specified * (goods), (services). You will be promptly notified of any additional purchase or administrative costs for which you become liable as a result of this default. In addition, your firm will no longer be solicited until this matter is satisfactorily resolved.

Sincerely,

Contract Officer/Contract Administrator
Telephone No. ()

c: DGS/DPS Contract Compliance Section

* Choose appropriate condition.

Note: If this letter is used, follow up with Request for Payment (Annex 10-K) if additional repurchase costs are incurred.

* Choose appropriate condition.

Annex 10-L

**DEFAULT AND REQUEST FOR PAYMENT LETTER
(Agency Letterhead)**

Date

Contractor's Name and Address

Subject: Notice of Termination for Default on (Title and Number of the Purchase Order or Contract in Default)

Dear _____:

Reference is made to * (your letter dated _____), (our telephone conversation (s) of _____), (Procurement Complaint Form), (Notice of Contract Deficiency and Required Action Letter) concerning your firm's * (refusal), (inability), to honor the terms and conditions on the referenced * (purchase order), (contract) above.

This is to advise that your firm has been placed in default and referenced * (purchase order, (contract)) has been terminated for failure to take corrective action within the time specified as referenced above. The specified * (goods), (services) have been repurchased at an additional cost to the Commonwealth of \$_____. Your firm is indebted to the Commonwealth in the amount of \$_____ and is requested to submit a check to this office payable to the Treasurer, Commonwealth of Virginia. In addition, your firm will no longer be solicited until this matter is satisfactorily resolved. If payment is not received within 60 days, we will initiate collection action and proceed with a recommendation of debarment as stated in paragraph 7.20 of the *Vendors Manual*.

Sincerely,

Contract Officer/Contract Administrator
Phone (____)_____

c: DGS/DPS Contract Compliance Section

* Choose appropriate condition.

11.2 **Services Appeals.** *Code of Virginia*, § 2.2-4365, provides that certain agencies may establish an administrative procedure for hearing appeals from refusals to allow withdrawal of bids, appeals from disqualifications, appeals from determinations of nonresponsibility, appeals of denials of protests of award or decision to award a contract, and appeals from decisions on disputes arising during the performance of a contract, or any of these which relate to contracting for services. Such administrative procedures shall provide for a hearing before a disinterested person or panel, the opportunity to present pertinent information, and the issuance of a written decision containing findings of fact. The disinterested person or panel shall not be an employee of the governmental entity against whom the claim has been filed. The findings of fact shall be final

and conclusive and shall not be set aside unless the same are fraudulent, arbitrary, or capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner. Any party to the administrative procedure, including the public body, shall be entitled to institute judicial review if such action is brought within thirty days of receipt of the written decision (*Code of Virginia*, § 2.2-4365). Any appeals procedures that are established must be consistent with the *VPPA*, can apply only to appeals filed after the procedure is established, and must provide for the vendor to receive written notification of the action taken.

13.8 **Submission of DGS/DPS Purchase Requisition.**

- a. **Requirement Description.** An adequate description of what and how much is to be procured is one of the most important elements in the procurement process as it establishes the method of procurement, the degree of competition, sources, price and degree of difficulty in administering the contract. Without a full description, considerable time can be lost in the buying cycle when it becomes necessary to return requisitions for clarification and more information. Improper or incomplete descriptions can lead to the wrong vendors being solicited or the wrong items being purchased. Conditions may arise when goods are only available from one manufacturer or supplier and are needed by an agency to meet its specific requirements. In such cases, requisitions shall clearly state the sole source or proprietary nature of the requirement with supporting justification (see 4.4c). Without such information, buyers must obtain maximum competition through use of a “generic” or “Brand Name or Equivalent” level of quality. If the agency is aware of an equivalent product manufactured in Virginia, it shall name such product first in the specification.

**APPENDIX A
GLOSSARY AND ACRONYMS**

Small Business: "Small business " means a business, independently owned or operated by one or more persons who are citizens of the United States or non-citizens who are in full compliance with United States immigration law, which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years.

Sponsorship: Any monetary or non-monetary benefit exceeding nominal value and received by a Commonwealth public body from a non-Commonwealth entity not excluding funding from vendors in support of conferences or other events.

**APPENDIX B
SECTION I
REQUIRED GENERAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL SERVICES**

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

J. **PAYMENT:**

4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

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

**APPENDIX B
SECTION II
SPECIAL TERMS AND CONDITIONS
GOODS AND NONPROFESSIONAL SERVICES**

1. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid/proposal, no indication of such sales or services to the (name of institution) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that that (name of agency/institution) has purchased or uses any of its products or services, and the contractor shall not include (name of agency/institution) in any client list in advertising and promotional materials..

*** When Used: This provision is for use in solicitations for goods or services when the Commonwealth wants to ensure that the use of the goods or services by the state is not used in advertising or product literature including client lists.**

45. **PRINTING:**

- B. **ACCEPTABLE BRANDS:** Only papers designated as "mill brand" in the latest edition of the Competitive Grade Finder (published by Grade Finders, Inc.) will be used to determine the acceptable brands for the purpose of this bid invitation. Private brand papers and business equipment brand papers will not be considered equivalent to mill brand papers.

Papers which have been accepted by Grade Finders, Inc., for publication in subsequent editions of any of its paper buyer guides will be considered. For products not listed in the current Competitive Grade Finder, a copy of Grade Finders' letter of acceptability should be included with your returned bid. Failure to provide this requested information as specified may be cause for your bid to be rejected.

*** When Used: Whenever a specific paper is specified along with the phrase "or equivalent."**

61. **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 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.**