

VDOT GOVERNANCE DOCUMENT

ASD PROCUREMENT PROCEDURES MANUAL

ASD PROCUREMENT

OCTOBER 2016

KEY TOPICS: PROCUREMENT PROCEDURES

ADMINISTRATIVE SERVICES DIVISION

PROCUREMENT PROCEDURES MANUAL



VIRGINIA DEPARTMENT OF TRANSPORTATION
Administrative Services Division
1401 E. Broad Street
Richmond, VA 23219

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POLICY

As an Executive Branch Agency, the Virginia Department of Transportation (VDOT) is subject to the Virginia Public Procurement Act (VPPA) (2.2-4300 through 2.2-4377) and the implementing regulations of the Agency Procurement and Surplus Property Manual (APSPM) as published by the Department of General Services/Division of Purchases and Supply and Construction and Professional Services Manual (CPSM) as published by the Department of General Services/Bureau of Capital Outlay Management.

It is the policy of VDOT to make all procurements in compliance with the VPPA, APSPM, CPSM, and all federal and state procurement laws and regulations. This Administrative Services Division (ASD) Procurement Procedures Manual includes VDOT specific requirements for the procurement of non-IT goods, non-professional and professional services in support of VDOT general services, highway maintenance and Capital Outlay.

PURPOSE

ADMINISTRATIVE SERVICES DIVISION PROCUREMENT PROCEDURES MANUAL

This Manual will provide guidance to those individuals who have delegated procurement authority and define internal requirements for the procurement of non-IT goods and services for general services and highway maintenance projects. It has been formatted for use in conjunction with the *Agency Procurement and Surplus Property Manual* (APSPM) published by the Department of General Services/Division of Purchases and Supply (DPS) under the authority of Section 2.2.-1111 of the Code of Virginia. The Administrative Services Division will periodically issue internal directives that will become part of this manual that define policies and procedures. They will be issued under the closest applicable chapter number in the APSPM.

ASD also has responsibility for procurement of professional and construction services for Capital Outlay projects. These procurements are conducted in accordance with the *Construction and Professional Services Manual* (CPSM) published by the Department General Services/Bureau of Capital Outlay Management (BCOM). A general overview of VDOT processes for Capital Outlay procurement is included in this manual.

This manual supersedes any procurement policy, guidance or directives previously issued by Administrative Services Division. It is our intent that all requirements and procedures are clear, consistent and in support of best purchasing practices.

All procurements must be conducted in accordance with applicable federal and state procurement laws and regulations. If any guidance or procedure in this Manual conflicts with applicable federal and/or state laws and regulations, such laws and regulations shall govern.

The manual is available online at: [ASD Procurement Procedures Manual](#)

Comments or questions of interpretation are welcomed and should be addressed to ASD Regional Procurement Managers.

A handwritten signature in blue ink, appearing to read 'Lisa M. Pride', is written over a horizontal line.

Lisa M. Pride
Administrative Services Division Administrator

PROCUREMENT RULES, REGULATIONS & RESOURCES

This manual along with the following documents will be the basis for procurement procedures within the Virginia Department of Transportation (VDOT), including subsequent changes or revisions:

The **Virginia Public Procurement Act** (VPPA), which is contained in Sections 2.2-4300 through 2.2-4377 of the Code of Virginia, enunciates the public policies pertaining to governmental procurement from non-governmental sources for all agencies of State and Local government.

[Virginia's eProcurement Portal](#)

The **Agency Procurement and Surplus Property Manual** (APSPM) established by the Department of General Services/Division of Purchases and Supply (DGS/DPS), for agencies of the Commonwealth.

[Agency Procurement and Surplus Property Manual](#)

Commonwealth of Virginia **Vendor's Manual** established by the DGS/DPS for vendors doing business with the Commonwealth.

[Vendor's Manual](#)

The **Construction & Professional Services Manual for Agencies**, established by the Department of General Services, containing procedures for capital outlay procurements.

[Construction and Professional Services Manual](#)

Laws, regulations and procedures governing procurement using federal funds can be found at

[Contract Administration Core Curriculum Manual](#)

Current Delegations of Authority from VDOT Commissioner located in the Policy Division Corporate Documents at:

[Current Delegations of Authority from VDOT Commissioner](#)

Guidelines for Procurement and Management of Professional Services Manual published by VDOT for procurement of professional services for transportation projects.

[Manual for the Procurement and Management of Professional Services](#)

VDOT Information Technology (IT) Goods and Services Standards:

Information Technology Division is responsible for procurement of IT goods and services.

[VDOT Information Technology Division](#)

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SECTION 1

PROCUREMENT AUTHORITY AND RESPONSIBILITY

1.1 Role of ASD Administrator – Responsible for:

- (a) Ensuring VDOT has a program that encourages competition and effective contracting with the private sector for the procurement of goods, professional and non-professional services.
- (b) Ensuring that the acquisition of non-highway construction related goods and services do not violate or circumvent federal or state laws, executive orders, appropriations, regulations or the provisions of the *APSPM* or *CPSM*.
- (c) Daily management of the purchasing function and purchasing personnel with delegated authority to bind the agency in contractual commitments.

1.2 Role of the Division/District Administrator - Responsible for:

- (a) Determining the extent of goods, non-professional or professional services required to meet needs;
- (b) Securing the approval of the appropriate Executive Team member before initiating procurement of goods, non-professional or professional services;
- (c) Ensuring that district/division personnel adhere to all established procurement laws, delegations, policies and procedures.

1.3 ASD Procurement Operations – ASD statewide procurement operations are managed regionally and include a local procurement office in each District and Central Office to support VDOT operations. All procurement officers and managers must hold an active Virginia Contracting Officer (VCO) certification.

Region	Districts & Central Office	Regional Procurement Manager/Office
Southwestern Region	Bristol Lynchburg Salem Staunton Hampton Roads	Gary Cole Bristol District
Central Region	Central Office	Robin Dolatowski Central Office
Northern Region	Fredericksburg Culpeper NOVA Richmond	Toya Peterson Fredericksburg District

ASD procurement offices located in each district will handle procurements to meet local needs except the following which will be procured in ASD's Central Office procurement office:

- Capital Outlay
- Information Technology (delegated by ITD)
- Professional Services for non-transportation projects
- Oversight of Public-Private Partnership Projects
- Revenue Generating
- Statewide
- Turnkey Asset Management Services (TAMS)
- Tree Removal and Pruning
- Mowing

1.4 VDOT Purchasing Authority

- Services up to any dollar amount
- All goods up to \$100,000
- Highway construction related goods and materials exceeding \$100,000
- Non-highway commodity items exceeding \$100,000 per list in Attachment 1A.

1.5 Authority to Contract and Sign Procurement Documents – Below is general guidance relevant to ASD contracts and procurement documents. For complete list of delegations of authority, refer to [Current Delegations of Authority from VDOT Commissioner.](#)

- **Commonwealth Transportation Board (CTB):** All contracts in excess of \$5,000,000 for the construction, maintenance and improvement of the roads comprising the systems of state highways
- **Commissioner of Highways:** All contracts and purchasing documents
- **Chief Deputy Commissioner:** All contracts and purchasing documents
- **Chief of Administration:** Sole source determinations greater than \$50,000.
- **District Administrator:** Emergency authorizations, procurement approval up to \$500,000 and contracts valued up to \$50,000 which are not subject to the *VPPA*, *APSPM* or *CPSM*
- **Assistant District Administrator:** Procurement approval up to \$250,000
- **Division Administrator:** Procurement approval up to \$250,000 and contracts valued up to \$50,000 which are not subject to the *VPPA*, *APSPM* or *CPSM*
- **ASD Administrator:** Chief Purchasing Officer in accordance with *APSPM* Procurement approval over \$500,000 and all contracts except those requiring

CTB approval and Commissioner's signature. Sole source determinations up to \$50,000 and emergency authorization for Central Office Divisions

- **ASD Regional Procurement Manager:** Waiver of Pre-Bid/Proposal Conference, and all contracts to support regional operations except those requiring CTB approval and Commissioner's signature
- **ASD District/Central Office Procurement Manager:** Contracts up to \$1,000,000
- **ASD Contract Officer:** Contracts up to \$500,000
- **Director, Capital Outlay Program:** All Capital Outlay construction and professional services contracts
- **Assistant Director, Capital Outlay Program:** Capital Outlay construction and professional services contracts up to \$1,000,000
- **Contract Administrator:** Task orders and work authorizations
- **Buyers and Small Purchase Charge Card (SPCC) Holders:** Purchase transactions up to \$5,000 (single quote limit). Process requisitions and purchase orders in Cardinal of any dollar value against existing contracts.

1.6 Memorandum of Agreement – Purchases of goods and/or services from other public entities are exempt from competitive requirements. For purchases from public entities, business units will enter and approve a requisition in Cardinal. The requisition will route to the local ASD Procurement Office for processing. A Memorandum of Agreement will be executed to define the terms and conditions of the purchase. A template for use when developing Memorandum of Agreement can be found at [ASD Contract Templates](#).

This does not include purchases of goods and/or services from public entities which are also Mandatory Sources (See Section 2).

ATTACHMENT 1A VDOT COMMODITY LIST

1.	30" roll paper	40.	Fabricated Signs
2.	Aggregate	41.	Fence Post
3.	All Types Conduit	42.	Fertilizer
4.	All Types Delineators	43.	Fiber Corrugated Pipe
5.	Alternators	44.	Filter Cloth
6.	Aluminum Poles	45.	First Aid Supplies
7.	Anti-Freeze	46.	Flashing Arrow Signs
8.	Asphalt	47.	Front End Heavy Loaders
9.	Asphalt Rollers	48.	Front End Light Loaders
10.	Athey Loader Blades	49.	Fuel & Heating Oil
11.	Auto Transmission Fluid	50.	Fuses
12.	Automotive Jacks	51.	Gas Cans
13.	Automotive Lights	52.	Gasoline
14.	Automotive Supplies	53.	Gasoline Pumps
15.	Barricade Lights	54.	Generators
16.	Batteries	55.	Glass Beads
17.	Battery Chargers	56.	Grader Blades
18.	Bituminous Materials	57.	Graders
19.	Bituminous Storage Tanks	58.	Grinders
20.	Boots	59.	Guardrail
21.	Brush Chippers	60.	Hand Tools
22.	Cal. Chloride	61.	Hardware & Mill Supplies
23.	Chemical Sprayers	62.	Herbicides
24.	Chloride magnesium	63.	Kerosene
25.	Compressors	64.	Landscape Supplies
26.	Concrete Pipe	65.	Litter Control Bags
27.	Coolers	66.	Load Covers
28.	Crane	67.	Loop Detectors
29.	Crack Sealant Applied	68.	Magnesium Chloride
30.	Crash Attenuator	69.	Metal Post
31.	Crawler Drills	70.	Motor Oil
32.	Crawler Type Loaders	71.	Mower Parts
33.	Cutting Oil	72.	Mowers
34.	Diamond Bits	73.	Mulch
35.	Diesel Fuel Oil	74.	Non-Reflect Sheeting
36.	Diesel Injector Pumps	75.	Non-woven Wipers
37.	Drill Steel & Bits	76.	Nursery Stock
38.	Earth Auger	77.	Nut & Washer Bolts
39.	Electric Power Plant	78.	Patching Machines

ATTACHMENT 1A

VDOT COMMODITY LIST

79.	Pavement Breakers	118.	Traffic Cones
80.	Pavement Marking Tape	119.	Traffic Counter Supplies
81.	Pavement Self Propel Marker	120.	Traffic Counters
82.	Piling Untreated	121.	Traffic Light Supplies
83.	Plastic Barrels	122.	Traffic Paint
84.	Plywood	123.	Traffic Wood Poles
85.	Portable Sign Cleaners	124.	Trailers
86.	Portable Truck Scales	125.	Treated Lumber
87.	Power Chain Saws	126.	Trimmers
88.	Propane Gas	127.	Truck Weighing Supplies
89.	Rainwear Raincoats	128.	Untreated Lumber
90.	Reflective Sheeting	129.	Untreated Wood Post
91.	Reinforcing Steel	130.	Waste Treatment Supplies
92.	Repair Traffic Parts	131.	Water Pumps
93.	Rock Drill	132.	Water Treatment Chemicals
94.	Rotary Ditchers	133.	Waterproofing Membrane
95.	Safety & Accident Supplies	134.	Welding Machines
96.	Safety Goggles	135.	Wildflower Seed
97.	Safety Hats	136.	Wrenches
98.	Salt Treated Sign Post		
99.	Shop Equipment		
100.	Sign Blanks		
101.	Sign Stands		
102.	Signal Equipment		
103.	Snow Plows		
104.	Sodium Chloride		
105.	Spreaders		
106.	Structural Steel		
107.	Sweepers		
108.	Tarpaulins		
109.	Testing Scales		
110.	Thermoplastic		
111.	Tire Chains		
112.	Tire Changing Equipment		
113.	Tires		
114.	Toll Collection Supplies		
115.	Tractor Umbrellas & Covers		
116.	Tractors		
117.	Traffic Cabinet & Accessories		

SECTION 2

SOURCES OF SUPPLY

- 2.1 Mandatory Sources** – Districts or Divisions may use SPCC to purchase goods from a mandatory source as defined in the APSPM up to \$5,000. Districts or Divisions must purchase goods greater than \$5,000 via a purchase order in Cardinal. The contract number must be documented in the procurement file.

Districts or Divisions must purchase services from a mandatory source as defined in the APSPM via a purchase order in Cardinal regardless of whether payment is made by SPCC or voucher. For more information refer to SPCC User Guide in Section 5.

See Attachment 2A for detailed process to use when purchasing from mandatory sources and DPS and VDOT mandatory use contracts.

- 2.2 Mandatory Use Contracts and Suppliers** - In addition to the mandatory sources defined in the APSPM, the following are also mandatory use contracts and suppliers for VDOT purchases:

- (a) DPS mandatory use contracts** - Districts or Divisions may use SPCC to purchase goods from a mandatory use contract up to \$5,000 with the SPCC. Districts or Divisions must purchase goods greater than \$5,000 via a purchase order in Cardinal. The contract number and expiration date must be documented in the file.

Districts or Divisions must purchase services from a mandatory use contract as defined in the APSPM by issuing a purchase order in Cardinal regardless of whether payment is made by SPCC or voucher. For more information refer to SPCC User Guide in Section 5.

(b) VDOT Term Contracts and Suppliers

- i. **Term Contracts** - All term contracts awarded by ASD are mandatory use contracts. Any questions regarding availability of contracts for a particular good or service should be directed to the local ASD procurement office. Districts/Divisions must purchase goods and services by issuing a purchase order in Cardinal against the appropriate contract.
- ii. **Inventory Management System (IMS)** – VDOT maintains certain items in inventory. Districts must verify item(s) availability in the Inventory Management System before making purchases from another source. [IMS Manual](#).

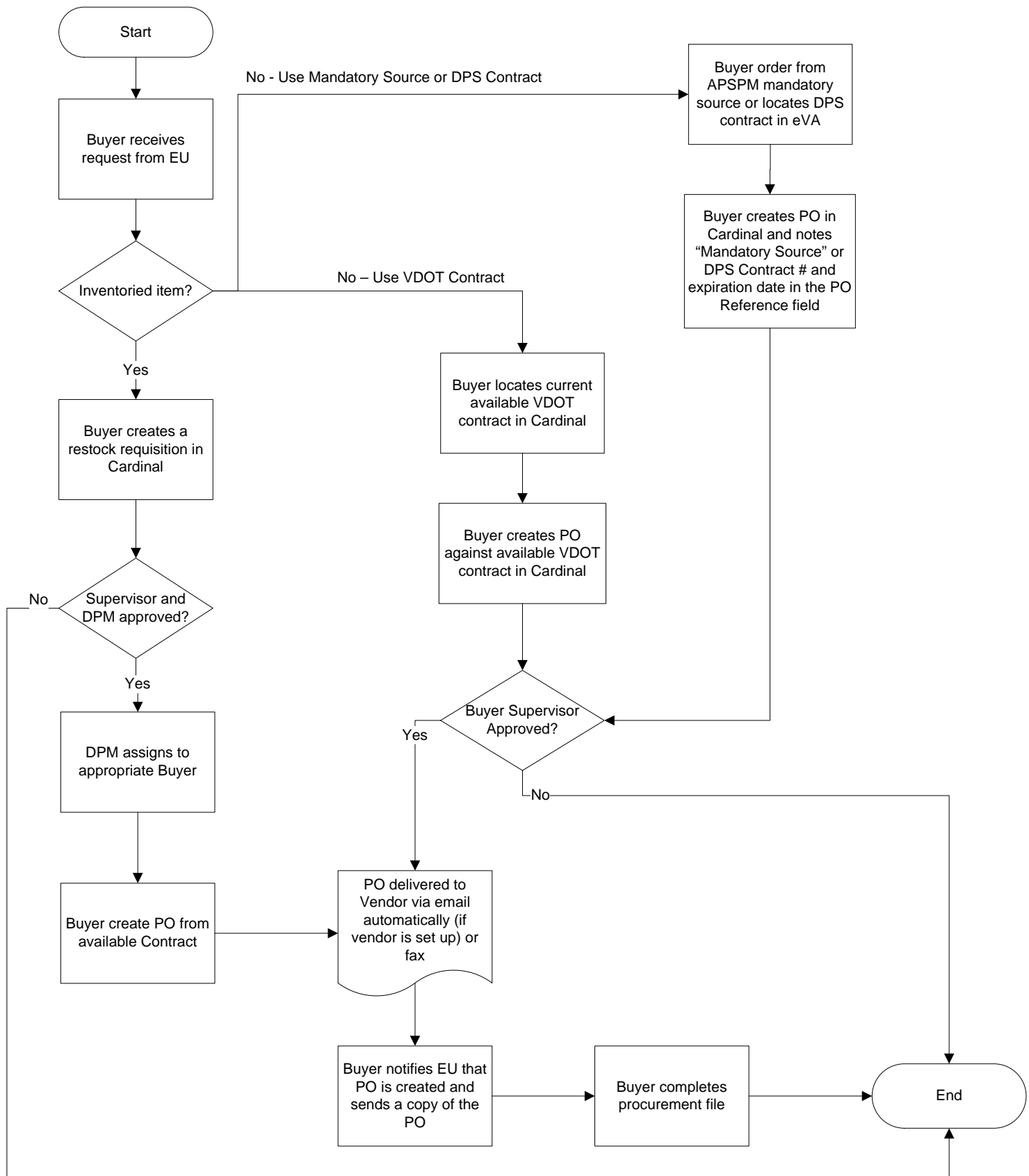
- iii. **Integrated Supply Service Program (ISSP)** – The Virginia Department of Transportation has entered into a contract with Management Consulting, Inc. (MANCON) to provide Warehousing Services to include inventory management, procurement, receipt, delivery, and warehousing of equipment repair parts and maintenance materials as well as road maintenance materials for all nine districts. The list of items provided, Master Commodities List (MCL), can be found at: [Mancon Master Commodities List](#). Items on the MCL must be obtained from MANCON. MANCON utilizes the VDC, VIB and other State Mandatory Contracts to meet VDOT's needs.
- iv. **Central Office Supply Center (COSC)** - The COSC is a mandatory supplier of office supplies consumed by the Central Office Divisions. The online form for ordering supplies through the COSC can be found at: [Central Office Supply Center](#).

The Division shall check the list of office supplies offered. If the item(s) is not listed, the Buyer has the option to order the supplies under their delegated procurement authority or order through the COSC.

For questions, contact Virgil Jones, Inventory Management Coordinator at: Virgil.Jones@vdot.virginia.gov or (804) 786-5605.

2.3 Waivers or Exemptions - When a mandatory source as defined by the APSPM contract will not meet user needs, a waiver or exemption must be sought before procuring goods or services from another source. Requests to obtain a waiver or exemption to purchase goods or services from another source must be coordinated through the local ASD procurement office. If granted, a copy of the waiver will be attached to the Cardinal purchase order and included in the procurement file.

Effective through July 1, 2016, Virginia Distribution Center (VDC) has granted a waiver for VDOT to purchase pre-packaged food up to \$350.00 and certain other items up to \$50.00. See waiver for details: [VDC Waiver for VDOT](#). Please contact the local ASD Procurement Office for more information.



SECTION 3

GENERAL PROCUREMENT POLICIES

3.1 General - The general procurement policies as indicated in the *APSPM* and *CPSM* shall apply. All requisitions, purchase orders and contracts shall be processed in VDOT's Cardinal system.

3.2 Requests for Procurement:

(a) All procurement requests for goods and services with an estimated dollar value greater than \$5,000, except purchases made in accordance with Section 2 - Mandatory Sources, will be processed by the local ASD procurement office.

(b) A signed Procurement Approval Request Form ASD-15 (See Attachment 3A) is required for all new contracts and renewal of existing contracts with an anticipated value greater than \$100,000. Anticipated value includes the dollar value of the initial contract term and all subsequent renewal periods. Value for renewal is for the renewal period only.

(c) Procurement requests must be submitted via an approved Cardinal requisition and all supporting documentation should be attached to the Cardinal requisition including signed Procurement Approval Request Form ASD-15 if applicable. All approved requisitions will route to the local ASD procurement office for processing.

3.3 Procurement File – To ensure consistency, internal control and standardization in procurement processes and file documentation from contract initiation to award, the following forms are required to be used in all local ASD procurement offices:

(a) Document to File (DTF) Form ASD-03 (See Attachment 3B)

(b) IFB Checklist Form ASD-06 (See Attachment 6A)

(c) Two-Step IFB Checklist Form ASD-18 (See Attachment 6B)

(d) RFP Checklist Form ASD-02 (See Attachment 7A)

Standard, pre-printed file tabs will be used for all procurement files and files will be prepared in accordance with the applicable checklists. Proprietary information in the file should be segregated and labeled accordingly to ensure information is not disclosed in error. A file label/insert is available at: [ASD Contract Templates](#).

Procurement files are available for inspection in accordance with the *Code of Virginia 2.2-4342*. Additional guidance can be found in Attachment 3C, *Vendors Ability to Review Procurement Files and Bidder/Offeror Request Inspection of Procurement File*.

- 3.4 Media Inquiries** – All media inquiries regarding procurement should be referred to the Regional Procurement Manager and local VDOT Communications office.
- 3.5 Contract Repository** – A contract repository has been established in SharePoint for statewide use. This provides a central location to store electronic copies of contracts and agreements procured through ASD. Contract Officers will upload all ASD contracts and pertinent information into SharePoint at: [ASD Contract Repository](#).
- 3.6 Small, Women-Owned, & Minority Businesses** – DSBSD-Certified Small Business Waiver Request Form ASD-11 (See Attachment 3D) must be completed and submitted with appropriate documentation for approval by ASD SWaM Advocate and ASD Administrator prior to removing set-aside or small business subcontracting plan requirements as defined by *APSPM*.

For contracts awarded with a Small Business Subcontracting Plan (SBSP), SWaM Compliance Reports Form ASD-63 (See Attachment 3E) must be received from contractors every calendar quarter to demonstrate contract compliance. SBSP data will be entered into the SWaM Tracking Database by Contract Officers (District ASD Procurement Offices) and SWaM Advocate (Central Office ASD Procurement Office).

- 3.7 Purchase Orders** – Purchase orders must be entered and approved in Cardinal prior to ordering goods or services. Purchase orders are required for all procurements, including services, except:
- (a) Those excluded in *APSPM* Chapter 14.9 (b)
 - (b) SPCC purchases from mandatory sources or DPS contracts up to \$5,000
 - (c) SPCC purchases for goods up to \$5,000 that are purchased online or by phone

Equipment repairs shall be processed as outlined in Attachment 3F.

Orders that are to be paid with a SPCC shall be coded with the appropriate coding contained in the SPCC User Guide. The link is in Section 5.4.

Purchase Order Changes – Purchase orders may be modified and in accordance with the *APSPM*, VDOT requires additional approvals on all purchase order changes that exceed 25% of the original value. These approval requirements have been incorporated into Cardinal workflow. Approvals must be received in advance of purchases made under a change order or contract modification and must include a justification for the change.

- 3.8 Task Orders (TO) and Work Orders (WO)-** A task order/work order is written authorization describing the detailed work or project to be performed under an established contract and purchase order. Task orders/work orders are only required if specified in the contract. When required, a purchase order must be issued in Cardinal against the contract with an attached task order or work order containing the details of the work.

The Contract Administrator (CA) is the individual responsible for preparing and authorizing task orders/work orders based on the scope of work and requirements set forth in the contract. Task orders/Work Orders with a dollar value over \$100,000 must be reviewed and initialed by the Contract Officer prior to issuance. This is not for approval of the work but a checkpoint to ensure that the task order/ work order is within the contract scope of work and pricing schedule.

Task Order/ Work Order Changes - Only the CA is authorized to make changes to a task order. Any change must be made within the scope of the original contract. In addition, the purchase order must be modified to reflect task order changes.

- 3.9 Moving and Relocation** – Procurements for these services associated with employment shall be in accordance with the Department of Accounts (DOA) Moving, and Relocation policy: [DOA CAPP Topic 20345](#).
- 3.10 Recognition Policy** – Procurements to be paid from employee programs funding (employee recognition budget) must be authorized by the District Human Resources Manager (or HR staff designee) and in Central Office the Human Resources Division staff designated to approve such procurements.
- 3.11 Travel, Lodging and Business Meals** – Any procurement that includes travel, meals, lodging, and/or business lunches or refreshments shall comply with DOA guidelines and VDOT travel guidelines available on the Fiscal Division teamsite at: [VDOT Travel Procedures](#).

The ASD Conference and Training Procurement checklist may be found in Attachment 3G.

Attachment 3A

Administrative Services Division Procurement Approval Request Form

A signed Procurement Approval Request Form (ASD-15) is required for all **new contracts** and **renewal of existing contracts** procured by the Administrative Services Division **over \$100,000**.

EXEMPTIONS:

- 1) New contracts or renewals under \$100,000 still require approval at the local level through Cardinal but do not require a signed ASD-15.
- 2) Six Year Improvement Plan related consultant services contracts and related task orders.
- 3) Emergency procurements related to the prevention of loss of life, limb, property, or essential services.
- 4) Aggregate, asphalt, road salt, calcium chloride, and magnesium chloride procurements

REQUIRED FOR All Contracts (new and renewals):

All Contracts (new and renewals) if the total procurement value (award plus all possible contract renewals is over \$100,000

- Goods or non-professional services
- Consultant and professional services not *directly related to the Six Year Improvement Plan*

Subject to budget authority, the required levels of approval are as follows:

- Procurement value up to \$250,000 Assistant District Administrator or CO Division Administrator
- Procurement value up to \$500,000 District Administrator or CO Chief
- Procurement value over \$500,000 Director of Administrative Services Division

To obtain approval from the Director of Administrative Services Division, submit completed form, approved and signed by the District Administrator or CO Chief via e-mail as follows:

- District requests should be sent to the local District Procurement Manager who will forward to Lisa Pride, Director of ASD with a copy to the ASD Executive Assistant.
- Central Office requests should be sent to Lisa Pride, Director of ASD with a copy to the ASD Executive Assistant.

All approved and signed Procurement Approval Request Forms should be attached to the Cardinal requisition and forwarded to the ASD District Procurement Office or Central Office Procurement Office as appropriate.

****Note that this approval is required prior to requesting a new contract or renewing an existing contract.***

Attachment 3A

**Administrative Services Division
Procurement Approval Request Form**

Request Date: _____ Requesting Location: _____

Requestor's Name: _____ Requestor's Phone #: _____

- 1) What is the purpose of the good or service requested?

- 2) What service will be performed or items purchased?

- 3) Is this request for a new contract or contract renewal? _____

- 4) What total period of time is covered by the requested contract? _____

Estimated cost – for new contracts include the value of
all renewal periods; for renewals include current

- 5) period only: _____

- 6) What would be the consequences if this purchase is not approved?

- 7) Current contract # (if applicable): _____

- 8) What budget(s) will be used to pay for goods/service? _____

- 9) Is funding available within the current budget? _____

- 10) If applicable, does the current maintenance spend plan include funding for these goods/services? Yes ☐ No ☐

- 11) Are these goods/services part of any commitment for budget reduction? Yes ☐ No ☐

- 12) Additional justification supporting the necessity of the procurement request:

To be completed by authorized approver (see instructions)

Do you approve this request? Yes ☐ No ☐

Additional comments: _____

Asst District Administrator/CO Division Administrator (Up to \$250,000):

Signature

Printed Name

Date

District Administrator/CO Chief (Up to \$500,000):

Signature

Printed Name

Date

Director of Administrative Services Division (over \$500,000):

Signature

Printed Name

Date

Attachment 3B

Form ASD-03
Rev 03/16ADMINISTRATIVE SERVICES DIVISION
DOCUMENT TO FILE/MANAGER APPROVAL

<u>Type of Solicitation</u> <input type="checkbox"/> Sealed <input type="checkbox"/> Unsealed	Requisition:
	Purchase Order/Contract #:
	District/Division:
	Commodity:

<input type="checkbox"/>	Addendum Approval	<input type="checkbox"/>	Contract Renewal Over Delegated Authority
<input type="checkbox"/>	All Bids Rejected	<input type="checkbox"/>	Multi-District or Statewide Procurement
<input type="checkbox"/>	Award During Protest	<input type="checkbox"/>	Proprietary Specification
<input type="checkbox"/>	Award to Other Than Lowest Responsive and Responsible Bidder	<input type="checkbox"/>	Single Bid/Proposal Price Reasonableness
<input type="checkbox"/>	Award to Other Than the Highest Ranked Offeror	<input type="checkbox"/>	Sole Source Purchase
<input type="checkbox"/>	Award Over Delegated Procurement Authority	<input type="checkbox"/>	Solicitation Approval (All Types)
<input type="checkbox"/>	Bidder/Offeror Determined Non-Responsible	<input type="checkbox"/>	Two-Step IFB Written Determination
<input type="checkbox"/>	Bidder/Offeror Determined Non-Responsive	<input type="checkbox"/>	Use of Competitive Negotiation (RFP)
<input type="checkbox"/>	Bidder/Offeror Mistake in Bid/Proposal	<input type="checkbox"/>	Use of Liquidated Damage Clause
<input type="checkbox"/>	Cancellation of Bids/Proposals	<input type="checkbox"/>	Waiver of Informality
<input type="checkbox"/>	Change Order Exceeding 25% (up to \$50,000)	<input type="checkbox"/>	Waiver of Posting of the Notice of Intent to Award
<input type="checkbox"/>	Change Order Exceeding 25% (over \$50,000)	<input type="checkbox"/>	Waiver of Pre-Bid/Proposal Conference
<input type="checkbox"/>	Contract Cancellation	<input type="checkbox"/>	
<input type="checkbox"/>	Contract Modification	<input type="checkbox"/>	
<input type="checkbox"/>	Contract/Purchase Order Terminated for Default	<input type="checkbox"/>	Other _____

Contract Officer's Signature

Date

Supervisor's Signature

Date

ADDITIONAL INFORMATION/COMMENTS

Regional Procurement Manager Signature (if required)

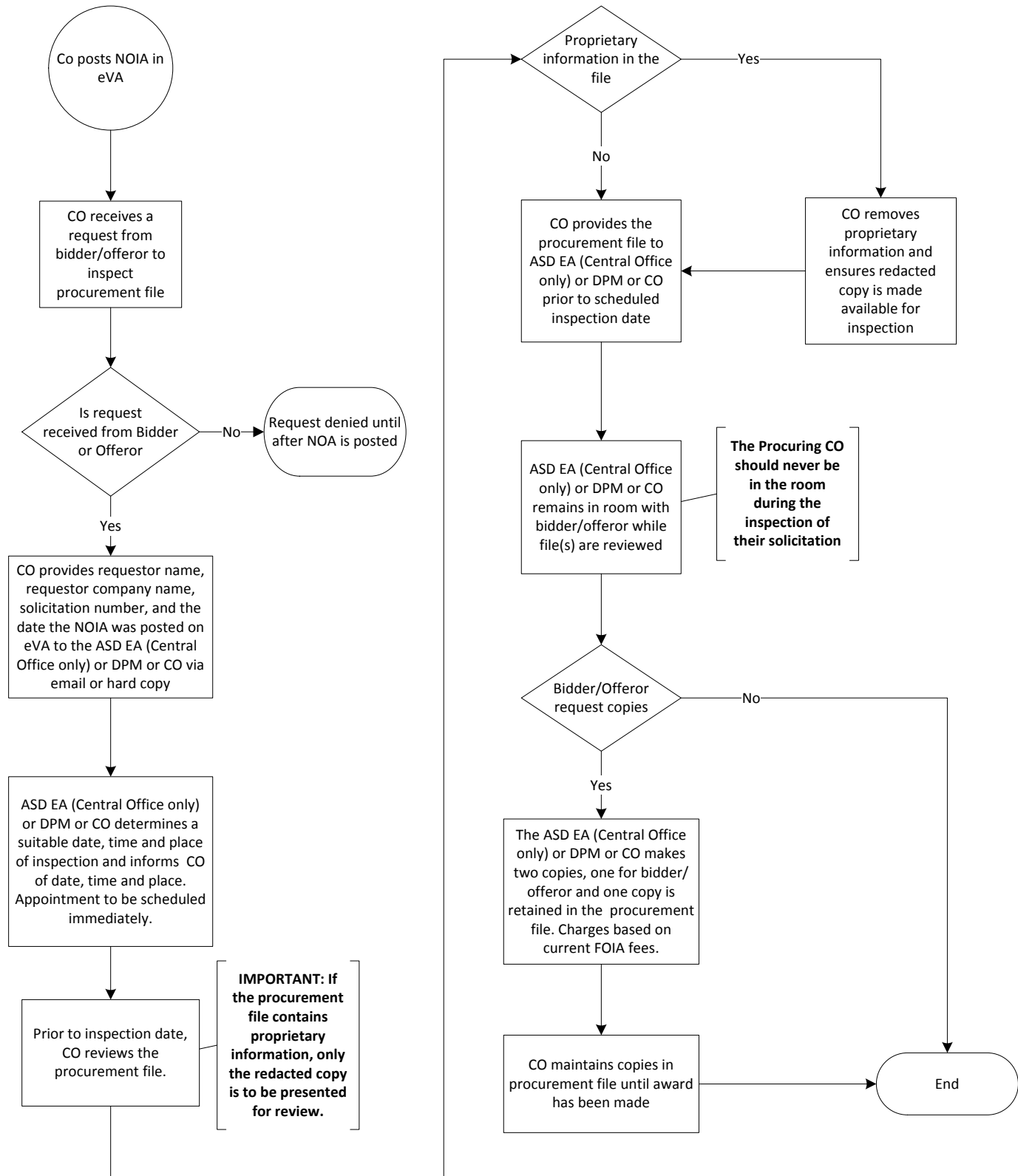
Date

Director of Administrative Services Division (if required)

Date

Approvals Required

- ☐ **Addendum Approval** (Requires approval of Central Office Procurement Manager or District Procurement Manager)
- ☐ **All Bids Rejected** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager)
- ☐ **Award During Protest** [(See § 2.2 4362 VPPA) Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager, Director of ASD]
- ☐ **Award to Other Than Lowest Responsive and Responsible Bidder** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager and Director of ASD)
- ☐ **Award to Other Than the Highest Ranked Offeror** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager and Director of ASD)
- ☐ **Award Over Delegated Procurement Authority** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager)
- ☐ **Bidder/Offeror Determined Non Responsible** (Approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager)
- ☐ **Bidder/Offeror Determined Non Responsive** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager)
- ☐ **Bidder/Offeror Mistake in Bid** (Requires approval of Central Office Procurement Manager or District Procurement Manager)
- ☐ **Cancellation of Bids/Proposals** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager and Director of ASD)
- ☐ **Change Order or Modification Exceeding 25% of Contract/Purchase Order for purchases up to \$50,000** (Approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager and ASD Director)
- ☐ **Change Order or Contract Modification Exceeding 25% or \$50,000 whichever is greater for purchases over \$50,000** (Approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager, ASD Director, Commissioner, and DPS)
- ☐ **Contract Cancellation** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager)
- ☐ **Contract Modification** (Requires approval of Central Office Procurement Manager or District Procurement Manager)
- ☐ **Contract/Purchase Order Terminated for Default** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager and Director of ASD)
- ☐ **Contract Renewal over Delegated Authority** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager as appropriate)
- ☐ **Multi-district or Statewide Procurement** (Requires approval of all affected District Procurement Managers prior to advertisement and award unless the commodity is exempt via ASD-15))
- ☐ **Proprietary Specification** (Contract Officer Documentation and approval by CO Procurement Manager or District Procurement Manager)
- ☐ **Single Bid/Proposal Price Reasonableness** (Requires approval of Central Office Procurement Manager or District Procurement Manager)
- ☐ **Sole Source Purchase** (If under \$50,000 Director of ASD and if above \$50,000 Chief of Administration then DPS)
- ☐ **Solicitation Approval - all types including eVA Quick Quote, IFB, RFP** (Requires approval of Central Office Procurement Manager or District Procurement Manager or Regional Procurement Manager)
- ☐ **Two Step IFB Written Determination** (Requires approval of Central Office Procurement Manager and Regional Procurement Manager and Director of ASD)
- ☐ **Use of Competitive Negotiation** [(RFP) Requires approval of Central Office Procurement Manager and Regional Procurement Manager and Director of ASD]
- ☐ **Use of Liquidated Damage Clause** (Requires approval of Central Office Procurement Manager or District Procurement Manager)
- ☐ **Waiver of Informality** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager)
- ☐ **Waiver of Posting of the Notice of Intent to Award** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager)
- ☐ **Waiver of Pre-Bid/Proposal Conference** (Requires approval of Central Office Procurement Manager or District Procurement Manager and Regional Procurement Manager)



DSBSD CERTIFIED SMALL BUSINESS WAIVER REQUESTDATE OF REQUEST: [Click here to enter a date.](#)SET ASIDE WAIVER: ☐SBSP WAIVER: ☐

SOLICITATION TITLE: _____

SOLICITATION #: _____

ANTICIPATED ADVERTISEMENT DATE: _____

COMMODITY CODE: _____ ESTIMATED VALUE: _____

DISTRICT/DIVISION: _____ LOCATION/RESIDENCY: _____

PROCUREMENT OFFICER: _____ PHONE: _____

1. Has this service/commodity been solicited previously? (Y/N) [Choose an item.](#)

Solicitation #: _____ Date: [Click here to enter a date.](#)

What was the result of the previous solicitation? (Check appropriate box)

Set Aside: ☐SBSP: ☐Readvertised: ☐Cancelled: ☐Awarded: ☐

Provide explanation:

2. Have you performed a search on DSBSD's website for vendors registered in this commodity? (Y/N)
[Choose an item.](#)

Search date: [Click here to enter a date.](#)How many identified? [Choose an item.](#)

Procurement Manager Recommendation:Approve ☐Deny ☐

Signature: _____

DSBSD Certified Small Business Advocate Recommendation:Approve ☐Deny ☐

Signature: _____

Comments:

Division Administrator:Approve ☐Deny ☐

Signature: _____

Comments:

**DEPARTMENT OF TRANSPORTATION
INSTRUCTIONS FOR
SWaM COMPLIANCE REPORT**

The Prime Contractor is required to submit a SWaM Compliance Report to the Contract Officer on payments made to all subcontractors as specified in Small Business Subcontracting Plan in the Special Terms & Condition to include Small, Women-owned and Minority-owned Business Enterprises (SWaM) certified by the Department of Small Business and Supplier Diversity (DSBSD) and non- SWaM businesses for the designated quarterly reporting period if required. All amounts paid to certified SWaM businesses are subject to monitoring and enforcement mechanisms. It is the responsibility of the prime contractor to provide evidence of SWaM payments in response to the small business plan provided in the solicitation for this contract.

The instructions below correspond to each item on the report. Please follow the instructions.

1. **Contractor/ Tax I.D. No.** enter the complete name of the prime contractor and their federal tax identification number.
- 1a. **Contract Name** indicate the name of the contract as it appears on contract documents
- 1b. **District** indicate the VDOT responsible district where the contract is being performed. See list of districts in these instructions
- 1c. **Contract No.** provide contract number
2. **Period Ending** indicate the reporting period based on the Reporting Schedule listed in these instructions
3. **Subcontractor/Vendor Telephone Number and Certification Number** enter the names of all subcontractors and suppliers that participate on this contract whether SWaM or not if required. For SWaM vendors please provide the certification number provided by the Department of Small Business and Supplier Diversity (DSBSD).
4. **Tax I.D. No.** insert the tax identification number of the vendor that appears in the preceding column
5. **SWaM Category S,W,M, None** indicate the SWaM status of each vendor identified as a subcontractor or vendor. This number is issued by DSBSD and can be located on their website at <http://www.sbsd.virginia.gov/>.
6. **Subcontract Amount** indicate the subcontract amount for any vendor listed on this form.
7. **Subcontractor Payment** this section identifies the prime expenditures to vendors listed on this form for SWaM vendors on contracts valued at or above \$100,000 and non-SWaM vendors for contracts valued at or above \$200,000.
- 7a. **This Quarter** indicate the amount paid to each subcontractor per reporting period. If no payments were made during this period enter \$0.
- 7b. **Year to Date** summarizes all payments made to the vendor to date.
8. **Type of Work or Commodity** indicate scope of work or commodity acquired from the subcontractor

Effective October 5, 2007 all Form ASD-63's for a particular reporting period shall be submitted preferably in an electronic format to the Contract Officer or responsible district personnel by the dates of each calendar year.

REPORTING SCHEDULE

QUARTER	REPORTING PERIOD	DATE DUE TO CONTRACT ADMINISTRATOR
1 st	July 1 – September 30	Five(5) working days after the reporting period
2 nd	October 1 – December 31	Five(5) working days after the reporting period
3 rd	January 1 - March 31	Five(5) working days after the reporting period
4 th	April 1 – June 30	Five(5) working days after the reporting period

If the submittal date falls on a weekend/holiday, the forms shall be submitted to the VDOT Contract Officer on the following business day.

DISTRICTS

Central Office	Hampton Roads
Bristol	Fredericksburg
Salem	Culpeper
Lynchburg	Staunton
Richmond	NOVA
Statewide	

Attachment 3E

ASD-63
Rev 02/15

(1) Contractor/Tax I.D. No. _____

Page _____ of _____

(1a) Contract Name _____

(1c) Contract No. _____

(2) Period Ending _____

(1b) District _____

(3) Subcontractor/ Vendor Tele No., Certification No.	(4) Tax I.D. No.	(5) SWaM Category S, W, M, None	(6) Sub-Contract Amount	(7) Subcontractor Payment		(8) Type of Work or Commodity
				(7a) This Quarter	(7b) To Date	

All amounts paid to subcontractors/vendors are to be reported and submitted by The 5th business day after the end of each quarter to the Contract Officer. See instructions.

I/We under penalty of law that the information provided herein is accurate, current and complete to the best of my/our knowledge.

Signature and Title of Company Official _____ Date _____

Print Name and telephone # of Individual Completing Report _____

Attachment 3F

Equipment Shop Purchases

	Payment Type	Location	Invoice Amount	Details
1.	Small Purchase Credit Card (SPCC)	Storefront Over The Counter (OTC) or VDOT Location	<u>Under</u> \$5000.00	<ul style="list-style-type: none"> • Must initiate M5 Work Order beforehand • Equipment service/parts received <u>at vendor storefront or VDOT Location when vendor is onsite with card processing capability.</u> • SPCC transaction completed with vendor point of sale (POS) • Commercial charges entered on M5 work order upon completion of work and invoice attached
2.	Cardinal Purchase Order	Vendor Location or Remote	<u>Under</u> \$5000.00	<ul style="list-style-type: none"> • Vendor location or remote location <u>without</u> card processing capability • Must initiate M5 Work Order beforehand • Cardinal Purchase order initiated <u>before</u> work begins • Equipment service/parts received <u>at vendor storefront or VDOT location</u> • Commercial charges entered on M5 work order upon completion of work and invoice attached
3.	Cardinal Purchase Order	Vendor Location or VDOT Location	<u>Over</u> \$5000.00	<ul style="list-style-type: none"> • Vendor location or VDOT location • Must initiate M5 Work Order beforehand • Cardinal Purchase Order initiated <u>before</u> work begins • For unscheduled repairs follow process for Emergency Procurement as outlined in Administrative Services Division Procurement Procedures Manual Section 9 Emergency Procurement. • Shall receive written quotation before work begins <u>or</u> after initial repair diagnosis, and enter quoted amount on M5 Work Order • For scheduled repairs follow Administrative Services Division Procurement Procedures Manual Section 5 • Equipment service/parts received at vendor location or VDOT location • Commercial charges entered on M5 work order upon completion of work and invoice attached

Attachment 3G

***CONFERENCE AND TRAINING
PROCUREMENT CHECKLIST***

This checklist is to be used in addition to the IFB or RFP checklist when procuring a conference or training that includes State Per-Diem (meals, lodging etc.).

Solicitation process:

_____ The VDOT Travel Policy is reference in the contract solicitation.

_____ End User has provided the Division/District Administrator's approval for meals.
If expected to be over the per-diem, additional approval from the CFO must be provide.

Procurement process after bids/offers received:

_____ Bids/Offer received do not exceed the State Pre-diem.

_____ Bidder/Offeror is allowed to provide prices for meals or lodging, and the price exceed the State Pre-Diam. *If yes, check for CFO's approval. If no approval exist from the CFO, request end-user to provide approval prior to award.*

_____ End User has provided a copy of the VDOT Learning Center's approval prior to award.

SECTION 4

GENERAL PROCUREMENT GUIDELINES & PLANNING

- 4.1 Procurement Checklist** – The Procurement Checklist Form ASD-17 (See Attachment 4A) provides general information for Divisions and Districts relevant to documentation needed for each procurement request. The form should be used for general guidance when gathering documents needed to submit with the procurement request.
- 4.2 Lead Time** – Generally, 60 days is required to solicit bids or 120 days to solicit proposals and establish a contract. This may vary depending on the complexity of the procurement. .
- 4.3 Preparing the Written Solicitation** – All procurement requests above the district or division authority-level must be submitted to the local ASD procurement office by entering and approving a requisition in Cardinal. Attach signed Procurement Approval Request Form ASD-15 if greater than \$100,000, Specification/scope of work, Supplemental Requisition Form ASD-30 (See Attachment 4B), and/or any special terms specific to the need as applicable.
- (a) **Federal Funds** – Procurements that are federally funded, in whole or partially, have additional requirements and approvals. Refer to Federal Funding Procedures in Attachment 4C.
- (b) **Road Maintenance Projects** - Guidance has been established by Construction Division and ASD on deciding which division will procure certain road maintenance projects. The Decision Tree document (Attachment 4D) may be found using the following link: [Decision Tree](#).
- (c) **Templates** - Contract templates have been approved for use when procuring certain commodities. These templates may not be changed without approval from the Regional Procurement Manager and Contracts Section of the Maintenance Division. Templates can accessed at this link: [ASD Contract Templates](#).
- (d) **Contract Types**
- i. **Requirements Contracts** - All requirements contracts will include an estimated quantity based on the work to be performed. Use the word “estimated” when referring to quantities that are uncertain, not “approximate”.

- ii. **Time and Materials Contracts (T&M)** – Generally, T&M contracts are difficult to administer and may have higher costs and require more resources to manage. As a result, the use of T&M contracts must have written approval of the District or Division Administrator. The written approval will be part of the procurement file documentation.
- iii. **Construction** – Procurement of general construction services for facility repair and maintenance where architectural engineering design services are not required is conducted in accordance with *APSPM* guidelines for non-professional services. Note the Facility Manager must ensure drawings, if required, have been reviewed, approved, and signed by the Assistant Director of Capital Outlay prior to soliciting bids. Approved drawings, if required, must be submitted with scope of services to the local ASD procurement office for procurement processing.

Construction projects without an A/E are mainly limited to:

- Roof replacement limited to less than 25% of roofing area
- Replacement in kind of steep-slope (4/12) asphalt shingle roofing
- Ordinary repairs & maintenance (does not require a building permit)
- Replacement in kind (does not require a building permit)

Procurement of professional and construction services for Capital Outlay and Maintenance Reserve Projects which require architectural engineering design services is governed by the rules of the *Construction and Professional Services Manual (CPSM)* and procured by ASD Capital Outlay. Please refer to Section 15 of this manual for guidance.

- iv. **Job Order Contracting** – Job order contracting shall not be used for construction, maintenance, or asset management services for a highway, bridge, tunnel or overpass.

(e) **Specification and Scope of Work** – Words like “similar” or “like” shall be replaced with statements that *accurately* define the item or service. Example: The contractor shall have had previous experience in furnishing drawbridge operators. Some other things to consider when developing specifications include:

- i. **Information Technology (IT) and Telecommunications** – Requests to procure IT goods and services are processed by submitting an IT-96 to VDOT Technology Procurement mailbox.

For certain IT goods and services, ASD may be delegated authority by VDOT Information Technology Division (ITD) to process the procurement. In these instances, ASD Contract Officers will work closely with VDOT Information Technology Division (ITD) Contract Administrator and/or Project Manager to ensure that the procurement is conducted in accordance with policy and procedures for review of technology procurements, agreements, or contracts for amounts exceeding \$100,000 as defined by the Secretary of Technology and Virginia Information Technologies Agency (VITA).

- ii. **Materials** - All materials purchased by VDOT and all materials purchased by Contractors for use in construction and maintenance work must be approved by the Materials Division, as applicable, or its authorized representative, before they may be used. Specific information may be found using this link: [Materials Division](#).
- iii. **Road and Bridge Specifications** - A book of specifications that is standard for all contracts awarded by the Commonwealth Transportation Board. Excerpts of sections can be taken from the book in developing goods or services contracts: [Roads and Bridge Specifications and Revisions](#).
- iv. **Road and Bridge Standards** - Two volumes of detailed drawings and specifications that can be used in goods and services solicitations. [Road and Bridge Standards](#).
- v. **Safety Equipment** - VDOT's Safety and Health Division issues all specifications for safety equipment such as personal protective equipment, hazard labels, extinguishers and other safety items. No changes or modifications shall be made to the safety equipment for VDOT employees use without written permission from the Division Administrator of Safety and Health or designee. All safety equipment issued under the MANCON contract is in accordance with current federal/state safety regulations, codes and national standards and specifications.
- vi. **Traffic Control Devices** – Traffic Engineering has a listing on VDOT's external site of Traffic Control Devices that are approved. Information can be accessed at: [Pre-Approved Traffic Control Devices and Procedures](#).
- vii. **Work Area Protection Manual** – These standards and guidelines for temporary traffic control within the VDOT right of way must be

included in all contracts where traffic control is required. Manual and additional information may be accessed on the VDOT Internet site at: [Work Zone Safety](#).

viii. Equipment with Operator

(1) Snow Removal Services – These services will be procured using competitive bidding processes or Maintenance Division M7B “Snow Removal Equipment Agreement”. Specific information related to the M7B program can be found in the [VDOT Maintenance Best Practices Manual \(BPM\)](#)..:

(2) Other Equipment Services – These services will be procured using competitive bidding processes.

(3) Equipment Inspections – Inspections may be required prior to contract award. Vendor Qualification/Equipment Certification Form ASD-08 (See Attachment 4E) should be included in solicitations when such inspections are required. Only equipment listed should be inspected and verification of ownership, lease, rental or subcontracted status will be confirmed prior to award.

ix. Tree Pruning and Removal Services – Procurement of tree pruning and removal services is processed by Central Office ASD Procurement Office. There is a policy that governs tree pruning and removal operations on VDOT right-of-way by employees, agents, and contractors that has been approved by the CTB and implemented by Maintenance Division for use in developing contracts.

x. Aggregates

(1) Delivered – Statewide needs are advertised and awarded on a two-week cycle. District requests are submitted via an approved requisition in Cardinal which will be routed to the Central Office ASD Procurement Office to consolidate all needs and issue one solicitation.

(2) Free on Board (FOB) – Purchases picked up from local quarries by VDOT will be processed by the local ASD Procurement Office using proper purchases procedures.

xi. FOB Asphalt and Ready-Mix Concrete

Purchases will be processed by the local ASD Procurement office using proper purchases procedures.

(f) Other Considerations

- i. Complex and non-routine procurement** – Some procurement requires more in-depth analysis and planning to ensure the resultant contract meets user needs and can be administered effectively. Refer to Attachment 4F for *Guidance in Procurement Planning for Complex, Non-routine Contracts* for more information and questions to consider during the procurement planning.
- ii. Pre-bid or Pre-proposal Conferences** – Unless a waiver is requested and approved on the DTF Form ASD-03 for procurements over \$100,000, ASD will conduct conferences/site visits when the procurement is for complex or critical requirements or determined to be beneficial by the Contract Officer. A technical representative provided by the requestor will be present at all conferences.
- iii. Insurance** - Any contract that requires insurance will include the appropriate terms and conditions in the solicitation. For each type of insurance required by the contract, Contract Officer will obtain a copy of the insurance certificate and related endorsement which names the Commonwealth of Virginia as an additional insured with respect to the contract.
- iv. Security (CII/SSI)** – The procurement of goods or services that may present a security risk by the access to Critical Infrastructure (CI) and/or release of either Critical Infrastructure Information (CII) or Sensitive Security Information (SSI) must include VDOT special term and condition, Security Requirements, and comply with Department Memorandum (DM) 1-25 on the Criminal History Record Check program.

If special terms and conditions are used, notify the Personnel Security Section (PSS) after posting the Notice of Intent and provide the following information: Contractor Name, physical address, email address, telephone number, and Contact person.

- v. Conference Planning Checklist**

- 4.4 **Debarment, Enjoinment, Prohibited and Suspended Listing** – Prior to award of any contract, Contract Officers must check the state and federal listing to ensure bidder/offeror and all subcontractors can be awarded a state or federally funded contract.

For federally-funded contracts, print documentation from website and include in procurement file.

The state debarment, enjoinder prohibited listing can be accessed here: [Virginia's eProcurement Portal](#).

The federal suspended and debarment listing can be accessed here: [System for Award Management \(SAM\)](#).

PROCUREMENT CHECKLIST

Refer to the checklist below as a guideline when preparing your requests. All supporting documentation must be included when submitting your request to Procurement.

Purchase Order

Used when threshold limit is over \$5,000 and contract is not in Cardinal

Quick Quote

Used for non-contract items with threshold limit of \$5,000 - \$100,000

IFB

Used for contracts with renewals

IFB 2-Step

Used for contracts requiring technical evaluation and competitive bidding

RFP

Used for contracts requiring technical evaluation and negotiation.

Sole Source

Used when there is only one source practicably available for goods or services.

Emergency

Used when an occurrence of a serious and urgent nature demands immediate action.

	Purchase Order	Quick Quote	IFB	IFB 2-Step	RFP	Sole Source	Emergency
Requisition Must be approved in Cardinal	✓	✓	✓	✓	✓	✓	✓
Quotes	✓					✓	✓
Suggested Vendors		✓	✓	✓	✓	✓	✓
Specifications A detailed scope of work/statement of needs		✓	✓	✓	✓	✓	
ASD 30		✓	✓	✓	✓	✓	
Pre-Bid / Site Visit/Pre-Proposal conference			✓	✓	✓		
Procurement Approval Form Procurements > \$100,000			✓	✓	✓	✓	
Sole Source Form Letter from Vendor.						✓	
Declaration of Emergency Form							✓

Attachment 4B

Supplement Form for Requisitions (*Attach to Cardinal Requisition*)

Date:		Requisition #:		
District/Residency/Division:				
Description of Commodity or Service:				
Contract Administrator (CA):				
CA Email Address:			CA Phone #:	
	@vdot.virginia.gov		CA Fax#:	
Additional Contact Name:			Additional Contact Phone #:	
Contract Period:		#of Renewals:		
Estimated Value: (Initial Period)	\$	Estimated Total Value: (initial period + renewals)	\$	
Pre-Bid/Proposal Conference:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Mandatory:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Conference Location:				
Current Contract Exist for this Commodity/Service:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Contract #:		
Expiration Date:		Contractor Name:		
Funding Source(s):	<input type="checkbox"/> Maintenance <input type="checkbox"/> Construction <input type="checkbox"/> Federal		Federal Project #:	
Ship To:			Invoice To:	
Suggested Vendors:				



FEDERAL FUNDING PROCEDURES
ASD Invitation for Bids (IFB)/Request for Proposals (RFP)
Utilizing federal funds

1. End User (EU) determines work is federally eligible and completes the ASD-15 Procurement Approval Request Form (if applicable) and obtains appropriate approvals to begin procurement.
2. EU works with District Project Investment Management (PIM) office and enters project into Project Pool, submits initiation request, and Infrastructure Investment Division- Finance Section (IID Finance) establishes a Universal Project Code (UPC).
3. EU updates Project Pool, assigns Phase Job Numbers, and updates the Integrated Project Management System (iPM) as appropriate and obtains Environmental and Right Of Way clearance.
4. EU submits "Scope of Work" or "Statement of Needs" to the Federal Highway Administration (FHWA) for preliminary review and final eligibility and participation concurrence.
5. FHWA provides written email confirmation of concurrence; however, this is **NOT** permission to advertise the project. **Permission to advertise is obtained on Step 15.**
6. EU contacts the Federal Programs Management Division (FPMD) – Federal Section to assign a federal project number based on approved "Scope of Work" or "Statement of Needs" and submits a copy of FHWA concurrence.
7. The EU develops and uploads budget estimate into the Project Cost Estimating System (PCES). The EU works with the Regional Operations Business Administrator (ROBA) or Assistant District Maintenance Engineer (ADME) to send Funding Transfer (OPO/PD-24) form to Infrastructure Investment Division – Program Section (IID Program). IID Program verifies funding on transfer is available and works with the Financial Planning Division and Fiscal Division to complete funding transfer.
8. The EU enters requisition in Cardinal and uploads/attaches the following documents to the requisition in Cardinal:
 - a. Approved ASD-15 Procurement Approval Form (if applicable)
 - b. ASD-30 Supplement Form For Requisitions
 - c. "Scope of Work" or "Statement of Needs" with FHWA concurrence e-mail.
 - d. Detailed Estimate Summary ("Preliminary Cost Summary" form) (broken out by work type code). Complete form - [FPMD Detailed Cost Estimate](#), also a Detailed Engineer's Estimate (if available).
 - e. Federal Criteria Sheet and supporting documentation (*see pages 6 & 7*)

ASD Procurement Process Begins

9. ASD Regional Procurement Manager (RPM) or Central Office Procurement Manager (COPM) assigns a Contract Officer (CO) to handle the procurement.
10. ASD CO forwards detailed scope of work or statement of needs and Detailed Engineer's Estimate (if available) to the Civil Rights Division (CRD) for Disadvantaged Business Enterprise (DBE) goal determination and list of required documents. The CO works with the EU to develop and finalize the solicitation while waiting for CRD response.
11. CRD forwards the ASD CO the DBE goal (if any) as well as a list of all DBE related documents to be included in the solicitation. These forms and provisions may be found using the CRD link below. Construction forms and provisions listed on Page 7, Item 7 of the 11-Point Checklist can be found on the below Construction Division link.

Civil Rights Forms and Provisions:

[Civil Rights Division](#)

Construction Forms and Provisions:

[Construction Division Forms](#)

Federal forms must be included in the IFB/RFP. Contact Wayne Fedora at FHWA r.wayne.fedora@dot.gov or 804-775-3344 with questions about federal forms to be included in the IFB/RFP.

Below are some helpful links to federal forms/guidelines.

[FHWA Core Curriculum Manual](#)

[1273 web address](#)

Link to [Buy America FHWA PowerPoint Presentation](#)

12. IID Finance verifies funding is programmed in "Live Six Year Plan (SYP)" and obtains Chief Financial Officer (CFO) approval. IID Finance sends copy of the Approved PD4 Funding Verification to EU and ASD CO.
13. ASD CO submits final RFP/IFB to FHWA for review and copies EU. ASD CO submits Detailed Estimate Summary ("Preliminary Cost Summary" form) and the Federal Criteria Sheet to FPMD with copy to EU to request authorization for advertisement and submits to FHWA.
14. FHWA reviews authorization requests and approves in FMIS.
15. FPMD Federal reviews daily FMIS approvals and will notify ASD CO of approval for advertisement. FMIS data automatically downloads into the Project Pool and will notify ASD CO of approval for advertisement via e-mail. (Federal-Aid Project

Agreement with effective date of authorization). Failure to obtain the appropriate approvals will cause the IFB/RFP to lose federal funding automatically.

16. If Addendum is issued, ASD CO submits to FHWA for approval. If cost is anticipated to increase, a revised detailed summary must be submitted to FPMD.
17. ASD CO receives and reviews bids/proposals. Verify debarment/suspension status of prime and all subcontractors on the [System for Award Management](#) site. Print findings and include in procurement file.
18. For IFBs with a DBE goal, ASD CO forwards bid package of apparent lowest responsive, responsible bidder to CRD. Proceed to Step 20.
19. For all RFP and 2-step IFBs, ASD CO sends all SWaM attachments, signature page and cost if applicable to the SA for evaluation and scoring. SA provides scoring for SWaM evaluation to the ASD CO.
20. For all RFP and 2-step IFBs with a firm DBE goal, ASD CO sends proposals to CRD for evaluation after SA review.
21. CRD reviews bids/proposals and provides results of DBE evaluation to ASD CO.
22. ASD CO notifies bidder/offeror if bid/proposal does not meet DBE goal. CRD schedules Good Faith Effort (GFE) panel hearing as required. CRD communicates panel decision to ASD CO. If GFE is met then ASD CO will proceed. If not met, then bid/proposal is determined nonresponsive/rejected and CO evaluates the next bidder/offeror.
23. For RFP and 2-step IFBs, ASD CO meets with evaluation team and conducts oral presentations (RFP) and/or negotiation sessions as needed.
24. ASD CO verifies funding with EU and the EU approves lowest responsive, responsible bidder or selected offeror.
25. Verify debarment/suspension status of prime and all subcontractors on the [System for Award Management](#) site. Print findings and include in procurement file.
26. If project has to be approved by CTB, wait to go to step #26 until after CTB approval.
27. ASD CO submits award request (revised detailed estimate summary (see 8 d.) (change form name from "preliminary" to "detailed" based on award amount) to FPMD. ASD CO submits contractor name and award price to FHWA for concurrence.
28. If award amount is higher, FPMD will request IID Finance to obtain CFO approval. IID Finance will coordinate with PM on transfers and IID Program will process the transfer request per OPO/PD-24 submittal.
29. FPMD requests and receives FHWA approval for award (Federal-Aid Project Agreement) and notifies ASD CO and EU.

30. ASD CO submits Title VI evaluation documentation (if applicable) documentation to CRD for approval.
31. ASD CO posts the Notice of Intent to Award in eVA.
32. EU prepares resolution for Commonwealth Transportation Board (CTB) approval, if required.
33. If CTB does not approve, ASD makes adjustments required and EU resubmits for CTB approval.
34. If CTB approves, ASD posts Notice of Award in eVA and notifies EU and FPMD Finance.
35. IID Finance and Fiscal opens UPC to charges.

Key:

ADME – Assistant District Maintenance Engineer
ASD – Administrative Services Division
CFO – Chief Financial Officer
COPM – Central Office Procurement Manager
CoPP- Chief of Planning & Programming
CRD – Civil Rights Division
CTB - Commonwealth Transportation Board
DBE – Disadvantaged Business Enterprises
EU – End User
FPMD – Federal Programs Management Division
FHWA – Federal Highway Administration
FMIS – Federal Management Information System
GFE – Good Faith Effort
IFB – Invitation for Bid
IID – Investment Infrastructure Division
iPM – Integrated Project Management (System)
OPC – Operational Project Code
OPO – Operations Planning Office
PCES – Project Cost Estimating System
PMD – Program Management Division
PE- Preliminary Engineering
PIM – Project Investment Management Office
RPM – Regional Procurement Manager
RFP – Request for Proposal
ROBA – Regional Operations Business Admin
SA – SWaM Advocate
SBSP – Small Business Subcontracting Plan
SWaM – Small, Woman, and Minority
SYP- Six Year Plan
UPC – Universal Project Code

**VDOT Infrastructure Investment Division
Contacts****Finance Section Contacts:**

Hampton Roads, Bristol, Fredericksburg, Statewide: Armenta Delaney (Team Lead), Agnes Scott

Richmond, Staunton: Tina Willis (Team Lead), Linda Harris

Nova, Lynchburg: Ryan Barton (Team Lead), Sophia Houchens, Linda Harris

Salem, Culpeper: Candice Harris (Team Lead), Sophia Houchens, Agnes Scott

Copy: Yolanda Newton

Infrastructure Investment Division - Finance Section Manager

Program Section Contacts:

Hampton Roads, Bristol: Bernie Campbell

NoVa, Staunton: Monique Bailey

Richmond, Culpeper: Truda Lee

Fredericksburg, Lynchburg, Salem: Karen Strickler

Copy: Craig Ahlin

Infrastructure Investment Division - Program Section Manager

**VDOT Federal Programs Management Division
Contacts****Federal Financial Management Section Contacts:**

Hampton Roads, Bristol, Fredericksburg: Charnelle Kelly (Team Lead), Alma Atkins-Savage

Richmond: Chantell Mahood (Team Lead), Alma Atkins-Savage

NoVa, Salem, Staunton, Statewide: Angela Wofford (Team Lead), Shelley Christian

Lynchburg, Culpeper: Chantell Mahmood (Team Lead), Shelley Christian

Copy: Deborah A. Grant

Federal Programs Management Division - Federal Financial Management Section Manager

FEDERAL CRITERIA SHEET**WORK TO BE ACCOMPLISHED BY:****VDOT STATE PROJECT#:****FEDERAL PROJECT #:****UPC: 000**

Signee

Date

I certify for the subject project the following critical items have been checked and that we are advertising Federal Aid Projects in accordance with Federal Aid Requirements.

1. An approved environmental document and all identified environmental commitments have been included into the plans and proposals.
2. All permits have been obtained.
3. All design is in accordance with appropriate design criteria.
4. All Right of Way is clear or will be clear prior to project execution, R/W Certificate.
5. All Utility and Railroad relocations and certification have been included appropriately, or satisfactory arrangements have been made.
6. The project meets the requirements of VDOT's Public Involvement Manual (approved by FHWA) in regards to the public hearing process.
7. All appropriate Federal Aid Project information, including Minimum Wage Rates and EEO provisions have been included.
8. Hazardous wastes have been identified when appropriate, and provisions are provided within the proposal for their safe disposal.

11-Point Checklist

Note: Approvals from Divisions listed below must be documented and attached to the Federal Criteria Form when submitting to the Federal Programs Management Division.

Local Administered Project's Bidding document ((include Davis Bacon, Federal Provisions, no negotiation clause in accordance with CFR 635.113 if Federal Participating) (and testing of materials if applicable, payment method, and special provisions) must be reviewed.

The following must be addressed before advertisement and Federal Agreement obtained on Federal Participating Projects.

1. Environmental Study and Document produced and Form EQ200 (Federal Participating Projects) which is the overall document indicating all Environmental issues have been addressed. Include document type and approval date.
2. Waterway Permit (if applicable) must be obtained or noted as not needed. (Environmental Division)
3. Design criteria must be provided on Form LD442. (Location & Design Division)
4. Right-of-Way Certificate indicating it is clear (can be a letter from a Local Government indicating all needed Right-of-way has been purchased). (Right of Way Division) [Should include R/W Certificate type and clearance date]
5. Utilities and Railroad relocations must have a satisfactory arrangement made. (Right of Way and Utilities)
6. Notice of Public Hearing must be posted and/or already held. (Location & Design Division)
7. Civil Rights forms/provisions will be provided by CRD to ASD CO based on commodity.
Construction Forms to be included:
 - a. C-104 – Bidder Statement
 - b. C-105 – Bidder Certification
 - c. S102CF – Use of Domestic Material (for Commodities that are predominately Steel & Iron)
8. Hazardous Wastes removal must be addressed (if identified in the Environmental Documents).
Environmental Division
9. EU works with FPMD to review STIP/TIP.
10. Allocated Funds are sufficient to construct project. (OPO/PD-24 for Program 604 Projects)
11. Current Estimate (Uploaded into PCES)



Do I use the Administrative Services Division (ASD) or the Construction Division (CD) for my contract?

To help you decide whether to a contract should be procured with ASD or CD, this document provides a description of CD and ASD contracts and a decision tree to walk you through the clearly defined decision points.

DESCRIPTION

CD Contracts

Contracts by CD are generally for transportation-related projects funded by Federal or State money. All CD contracts are governed by the Virginia Public Procurement Act (VPPA), follow the current *VDOT Road and Bridge Specifications*, and follow the Concurrent Engineering Process or Special Advertisement and Award Process (*SAAP Manual*). These contracts are generally awarded based on unit prices. Solicitations for CD contracts are in the form of Invitation for Bid (IFBs) and are only sent to VDOT pre-qualified contractors. CD advertises their IFBs twice each month according to a fixed schedule via the Contractor Advertisement Bulletin Board (CABB).

ASD Contracts

ASD contracts are generally for goods and services. ASD contracts are also governed by VPPA but follow the *Agency Procurement, Surplus Property Manual* (APSPM), and the *Vendor's Manual*. Solicitations are in the form of IFBs or Requests for Proposal (RFPs) and are open to public bid. ASD solicitations can be advertised at any time via eVA.

DECISION TREE

For the most part, there is a clear distinction between the types of contracts issued by the Construction Division (CD) and the contracts issued by the Administrative Services Division (ASD) as delineated in the following flow diagram (Figure A).

If you still have a question about which Division you should use, the District Administrator will make a determination based on input from a review panel including the District Maintenance Engineer, District Construction Engineer and their Administrative Services Division Regional Procurement Manager to evaluate the risks and advantages of each contracting method. The District Administrator will make the final determination.

Figure A
Contract Type Decision Tree

	Yes or No	Contract type
1. Does the contract require Responsible Charge administration (Licensed Professional Engineer)?	Yes →	Construction Division
	No. Go to #2	
2. Does contract require Sealing and Signing (according to IIM-LD-243 and/or IIM-CD-2013-12)?	Yes →	Construction Division
	No. Go to #3	
3. Does the contract require VDOT Construction Engineering, Inspection services and will be administered by Construction Staff (technical oversight, record keeping (project diaries), material sources, or certified on-site testing)	Yes →	Construction Division
	No. Go to #4	
4. Is the contract expected to be delivered by the contractor as a “Turnkey” project ready for immediate use by motorists with minimal VDOT oversight (VDOT monitors for contract compliance but does not manage / supervise the work)?	Yes →	Construction Division
	No. Go to #5	
5. Is the contract scope designated as on-call/incidental maintenance and repair?	Yes →	Administrative Services Division
	No. Go to #6	
6. Is the contract predominately responsible for providing labor, equipment and materials and work will be managed / coordinated / supervised by VDOT Maintenance Personnel?	Yes →	Administrative Services Division
	No. Go to #7	
7. Do the quantities and/or needs render a Construction Division contract impractical or uneconomical?	Yes →	Administrative Services Division
	No. Go to #8	
8. Does the contract solicitation only reference a limited portion of the Road and Bridges Specifications?	Yes →	Administrative Services Division
	No. Go to #9	
9. Does the contract scope reflect work that could be performed by State Forces (by policy)?	Yes →	Administrative Services Division
	No. Schedule meeting with Construction and ASD to determine best delivery method	

Rev 10/2015

A printed document may not be the most recent version. See the ASD Procurement and Contract Management team site on InsideVDOT for the most current version.

Instructions For ASD 08

This form must be used when hourly equipment is specified in the solicitation or specific equipment is specified within the solicitation.

If confirmation on the number of employees for evaluation of solicitation is needed for evaluation, then include it as part of the solicitation.

For confirmation of licenses utilize the special terms and condition for licenses requirements.

For reference checks use special terms and condition.

Contract Officer is to complete #4 under the category “description” with all required equipment as listed in the solicitation.

- Example – If line one of the IFB requires four Single Axle Dump Trucks, then the CO would list Single Axle Dump Truck four times.
- If line two of the IFB is for one backhoe then list Backhoe in the next line in the column. The vendor then would complete the remaining information.
- If a piece of equipment does not have a capacity such as a trailer mount arrow board the CO can place N/A in the capacity.

For rental equipment the bidder will only be required to submit a letter from applicable entity from which they intend to rent/lease equipment stating the type of equipment and it’s availability for the duration of the contract period. This letter shall be received prior to Notice of Intent. The successful vendor will no longer be required to submit a signed rental/lease agreement. If the equipment is not available when requested then it becomes a performance issue.

For purchased equipment the bidder shall provide proof of purchase with confirmed delivery date prior to the notice of intent.

The ASD-08 is not required for performance based contracts.

The ASD-08 is not required for solicitations for goods.

All communications between the Contract Officer and the bidder for clarification/information must be done in writing.

All bidders/offerors responding to this IFB/RFP are required to complete equipment information for each piece of equipment listed in question #4.

1. Name of Business: _____

3. How many years has the firm been in the business of performing the services called for in this IFB/RFP? _____

- **In Column 1 place an “O” beside each piece of owned equipment.** Place N/A in any block (YEAR/MAKE/MODEL/CAPACITY/ID#/VIN) that does not apply for owned equipment
- **In Column 1 place an “R” beside each piece of equipment that will be rented/leased or sub-contracted**
- **In Column 1 place a “P” beside each piece of equipment that is to be purchased.**
- For rented, subcontracted or purchased equipment no detail (Year/Make/Model/Capacity/ID#VIN) is required at time of bid submission.
- See #5 for rented/leased, sub-contracted or purchased equipment requirements.
- VDOT may inspect any equipment used in the performance of this contract at any time during the performance of this contract. Any substitutes for equipment listed below must be inspected and approved prior to being used in performance of this contract.

[illegible]

5. Rented, leased equipment: Prior to Notice of Intent to Award VDOT shall require the bidder/offeror to provide a letter from the applicable entity on company letterhead stating the type of equipment with detailed equipment description and availability for the duration of the contract period, for any equipment intended for use to perform services of this IFB/RFP. This letter must be provided to the Contract Officer within 2 business days of request or the bidder/offeror will be deemed non-responsive.

Sub-Contracted equipment: Prior to Notice of Intent to Award VDOT shall require the bidder/offeror to complete the sub-contracting form identifying the company they intend to use for sub-contracting and listing of the equipment. This form must be provided to the Contract Officer within 2 business days of request or the bidder/offeror will be deemed non-responsive.

Future equipment purchase: Prior to Notice of Intent to Award, VDOT shall require the bidder/offeror to provide proof of purchase with detailed equipment description and confirmed delivery date for any equipment intended for use to perform services of this IFB/RFP. This proof of purchase must be provided to the Contract Officer within 2 business days of request or the bidder/offeror will be deemed non-responsive. All purchased equipment must be available by date of award.

6. Is any of the equipment listed above currently committed on any other contract (VDOT / non VDOT) contracts? ___Yes___ No

If yes, identify which equipment (year, make, model, ID/VIN), where the equipment is committed, contract number(s), name the party to the contract and location.

Administrative Services Division

Guidance in Procurement Planning for complex, non-routine contracts

- 1) Identify district/division that will serve as project lead.
- 2) What is the appropriate procurement method? (competitive negotiation, competitive sealed bidding, or competitive sealed bidding – 2-step) If competitive negotiation or competitive sealed bidding - 2-step, justification needs to be discussed, prepared and submitted for approval.
- 3) Will contract period, including renewals, be more than the standard 5 years? Justification is required for contracts which exceed 5 years.
- 4) Identify all internal and external stakeholders. Who will need to have input into this project? (i.e. FHWA, VITA, Civil Rights, other divisions within VDOT, etc.)
- 5) Does the project impact critical infrastructure and/or information network? If so, what are the security requirements?
- 6) Will the contract generate revenue for VDOT?
- 7) Do you anticipate subcontractors as a result of this procurement? If so, will VDOT require an enhanced Audit clause in Special Terms and Conditions to extend audit rights to all subcontractors as well as contractor? Confer with VDOT Assurance & Compliance Office for guidance.
- 8) Does VDOT have the expertise in house to handle the procurement or project management for this project? What specialty resources may be needed to develop the solicitation and/or evaluate responses to this procurement? (i.e., financial analysts, IT, engineering, etc.)
- 9) Will the project require CTB approval prior to award?
- 10) Will the award be made to a single contractor or multiple contractors?
- 11) How will the Pricing Schedule be structured so the total cost for each bid/proposal can be determined? Will a pricing model that incorporates past usage be used? How will the total cost be calculated? Will the contract be awarded on a line item basis, grand total or lots?
- 12) Who will comprise the evaluation committee, and why were they selected? Are technical committees needed also?
- 13) Will price adjustments be allowed during the course of the contract? How often? Will the Consumer Price Index (CPI) or Producer Price Index (PPI) be used to evaluate price increase

Administrative Services Division

Guidance in Procurement Planning for complex, non-routine contracts

requests? What does the contractor need to provide VDOT for a price increase request to be considered?

- 14) What specific requirements must each bidder/offeror provide in their proposal? In the RFP, organize these requirements into groups (Tab 1, Tab 2, etc.) according to the evaluation criteria (Experience, Methodology, etc.) and request bidder/offeror to provide this information in separate tabs in their proposal.
- 15) After the award of the contract, how will the VDOT contract administrator implement the contract, monitor/measure contractor performance? How will the contract administrator confirm prices charged are according to contract? Are there any disincentive charges?
- 16) After award, what kind of reports must the contractor provide the VDOT contract administrator? What information must be included in the reports and what format should reports be in (Word, Excel, etc.)? What frequency should reports be provided to VDOT (monthly, quarterly, annually)?

NOTE: This list is not all inclusive. It should be used as a starting point to gather information and engage stakeholders to procure complex, non-routine contracts.

SECTION 5

SMALL PURCHASES

- 5.1 General** – The guidelines in the *APSPM* shall be followed for small purchases not expected to exceed \$100,000.
- 5.2 Small Purchase Charge Card (SPCC) Program** – This program offers VDOT the opportunity to streamline procedures for procuring small dollar goods and services *not to exceed \$5,000*. Purchasing card must be obtained through participation in the statewide contract administered by the Department of Accounts (DOA), in conjunction with DGS/DPS.

ASD is responsible for statewide SPCC Program Administration for VDOT through coordination with local SPCC Program Administrators in each District.

Location	Primary Administrator	Backup Administrator
Central Office/Statewide	Patricia Rhodes	Sharon Sanchez
Bristol	Debby Teasley	Karl Reedy
Salem	Michele Thompson	Russell Beckner
Lynchburg	Rebecca Ranson	Robert Dowdle
Staunton	Pam Sprouse	Pam Turner
Richmond	Lezlie Ellis	Cathy Layne
Hampton Roads	Betty Jackson	Cindy Vaughan
Culpeper	Ellen Weber	Donna Backe
Fredericksburg	Karen Altman	Jacqueline Brunson
NOVA	Angie Babb	Bryan Bailey

Buyers and Small Purchase Charge Card (SPCC) Holders - VDOT personnel identified by Divisions or Districts to make purchases up to \$5,000 (single quote limit), process requisitions and/or purchase orders against existing VDOT contracts in Cardinal. See Attachment 5A for Purchasing Card Request Form ASD-31 and Attachment 5B for SPCC Card Update Request Form ASD-32.

Training Requirements:

- (a) The training requirements for cardholders, cardholder supervisors and personnel responsible for processing SPCC transactions are found in the SPCC User Guide located at the following link: [SPCC User Guide](#).
- (b) Cardinal Training - Buyers
- i. Intro to Cardinal (INTRO 101)
 - ii. Procurement Overview (INTRO 140)

- iii. Navigation in Cardinal (NAV201)
- iv. Processing Requisitions (PROC 342)
- v. Processing Purchase Orders (PROC 344)
- vi. Small Purchases with Ethics up to \$5,000 – Instructor Lead Training (ILT) offered by ASD and retaken every 2 years)

Completion of training is required prior to issuance and receipt of a SPCC or Gold Card or processing procurements up to \$5,000 and/or purchase orders from approved DPS and VDOT contracts for unlimited dollar amounts.

A list of employees who have completed training can be found at this link: [Virtual Campus Report](#).

5.3 SPCC Gold Card Program – VDOT participates in the Commonwealth's Gold Card program which is administered by Department of Accounts (DOA). This program has controls, policies and procedures that differ from the SPCC program defined in the DOA CAPP Manual Topic 20355. Procurement limits are the same as SPCC goods and services purchases *not to exceed \$5,000*. Gold Cards are intended for use as a payment tool for those purchases made with an approved purchase order and/or recurring charges which may be exempt from purchase orders including utility payments, UPS, real estate leases, newspaper advertisements, etc. Only a minimum number of cards of this type are issued. For additional information, consult the VDOT Statewide/Central Office Program Administrator.

5.4 Making a Small Purchase up to \$5,000 – Whenever possible, SPCC should be used to pay for all small purchases up to \$5,000. Please refer to DOA CAPP Manual Topic 20355 and Cardholder SPCC User Guide using the following links:

[DOA CAPP Manual Topic 20355](#)
[SPCC User Guide](#).

For purchases made by purchase order, a complete file shall be maintained in one place for each transaction. The file must contain all the information necessary to understand the why, who, what, when, where and how of the transaction, and must include at a minimum a copy of the Purchase Order, the vendor search/selection (including DSBSD-certified small business (including micro), price quote(s), contact names, and receiving report. The General Procurement Checklist Form ASD-34 can be used as a tool to ensure the procurement file is complete and contains all information necessary to understand the why, who, what, when, where and how of the transaction (Attachment 5C).

The proper eVA PO Type code must be used on all purchase orders and transactions. The eVA PO type must be changed in the purchase details. For SPCC purchases, check the SPCC User Guide for the proper eVA codes.

1. If the transaction is exempt from PO use code **X02** (i.e., APSPM 14.9 exempt items, Enterprise car rental-in accordance with their contract, government to government, conference registration, etc.).
2. If the transaction is not applicable to any of the above it should be marked **R01**.

Value	Long Name
R01	Routine Bill Vendor (Anything without a PO that is not applicable to other codes)
X02	Excluded Per APSPM

See detailed processes in Attachment 5D for Small Purchases up to \$5,000 No SPCC and Attachment 5E for Small Purchases up to \$5,000 Using SPCC.

- 5.5 Small Purchases between \$5,000 and \$100,000** require an approved requisition in Cardinal and scope of work, if applicable. Each requisition will be routed in Cardinal to the local ASD Procurement Office and assigned to a Contract Officer for procurement.

Prior to contract award, Contract Officer must check state and federal, if applicable, debarment and suspension lists. See Manual Section 4.4 for websites.

See detailed processes in Attachment 5F Small Purchases \$5,000 to \$100,000 eVA Quick Quote and Attachment 5G Unsealed Bids \$5,000 to \$100,000.

- 5.6 Renewals on eVA Quick Quotes** are allowed as per *APSPM* for procurements over \$15,000, but under \$100,000 with a Cardinal PO issued each renewal year, as long as the specifications are clear and concise with a fixed unit price. Examples of services that may be procured using eVA Quick Quote with renewals are janitorial, floor mats, grounds maintenance and refuse collection.

See Attachment 10E for the Contract Renewal process.

Commonwealth of Virginia Corporate Purchasing Card Request**VDOT/501**_____
District_____
DivisionTO: _____ Date of Request: _____
Program Administrator

A purchasing charge card is hereby requested for the following employee under my supervision **(please print or type all information as requested below)**.

☐ **Small Purchasing Charge Card**☐ **Small Purchasing Emergency Card**

(Check One)

Name as it should appear on the card:

Employee Business Mailing Address: _____

Employee's Work Phone _____

Employee's Email: _____

Cardinal Number: _____

Dept.ID: _____

I hereby certify that I have examined this employee's duties and estimate that the purchasing card will be used for approximately ____ transactions per month at a dollar value range of \$_____ per transaction (attach analysis).

[NOTE: A "transaction" is one order placed with a vendor who accepts the card.]

Based on these estimates, I am requesting limits of \$_____ per transaction (not to exceed \$5,000) and \$ _____ total per month (not to exceed \$100,000) be placed on this card.

I agree and understand that at least annually the activity on all purchasing cards will be reviewed to ensure limits and card restrictions are appropriate for the card's usage. I will provide written recommendations regarding any limit changes.

I further certify that I will review and approve this cardholder's transactions and supporting documentation on a monthly basis.

Requesting Authority (Supervisor):_____
Signature_____
Printed Name_____
Date**Employee:**_____
Signature_____
Date**Approved by Program Administrator:**_____
Signature_____
Date

Date entered into Cardinal: _____

**VDOT Small Purchase Charge Card Program (SPCC)
SPCC Card Update Request****VDOT/501**_____
District_____
DivisionTO: _____ Date of Request: _____
Program Administrator (SPCC PA)

This card update action is hereby requested for the following SPCC Cardholder under my supervision (please print or type all information as requested below).

Name, as it appears on the card: _____

Employee's Work Phone (_____) _____

Check and complete only the items to be updated below:☐ Employee's Name Changed to: _____☐ New Work Mailing Address _____☐ Transaction limit change from \$_____ to \$_____ (not to exceed \$5,000)
Justification: _____☐ Monthly limit change from \$_____ to \$_____ (not to exceed \$100,000)
Justification: _____☐ Temporary suspension of card (Card should be returned to SPCC PA for safekeeping)
Reason for temporary suspension: ☐ Extended leave (VSDP/FMLA/WC or other)
☐ SPCC Policy Non-compliance
Estimated Re-activation Date: _____☐ Cancellation of card (**Card must be destroyed and returned to SPCC PA immediately**)
Reason for cancellation: ☐ Card no longer required or justified
☐ Transfer (within VDOT or to another agency)
☐ Separation/Retire - effective date: _____
☐ SPCC Policy Non-compliance

I certify that I will continue to review and approve this cardholder's transactions and supporting documentation (unless canceled) on a **monthly basis** and will examine this cardholder's activity at least **annually** and provide written recommendations regarding limit or other changes, as applicable.

Signature: _____ Date: _____ Phone: _____
Cardholder's Supervisor/ApproverApproved By: _____ Date Request Processed: _____
SPCC Program Administrator

**GENERAL PROCUREMENT CHECKLIST FOR PURCHASES UP TO \$5,000
(SINGLE QUOTE)
OPTIONAL

DATE: _____

Set-Aside For Small Business?

Yes ☐ No ☐

Requisition Number: _____

Cardinal Vendor ID#: _____

Description: _____

Vendor Name: _____

Purchase Order #: _____

Waivers / Justification / Documentation

- | | |
|---|--|
| <input type="checkbox"/> Justification if other than Small Business Set-Aside | <input type="checkbox"/> Mandatory Source Waiver/Release |
| <input type="checkbox"/> Non-SWAM Vendor Form w/ DMBE Search Results | <input type="checkbox"/> Documentation of non-eVA Vendor |

≤ \$5,000 Purchases (non-contract)–documented quote required

- | | |
|--|---|
| <input type="checkbox"/> Written Request from requestor, if not using a requisition | <input type="checkbox"/> Approval to purchase from end user (email confirming price and item/service) |
| <input type="checkbox"/> Print of Approved Requisition | <input type="checkbox"/> Proof of Insurance for all services <input type="checkbox"/> |
| <input type="checkbox"/> Phone Quote Form <input type="checkbox"/> Fax Quote <input type="checkbox"/> Vendor Quote | Print of Purchase Order |
| | <input type="checkbox"/> Contractor License (if applicable) |

Change Orders - record change order number, date, and document the reason for the change_____
Buyer Signature_____
Date

Under \$5,000

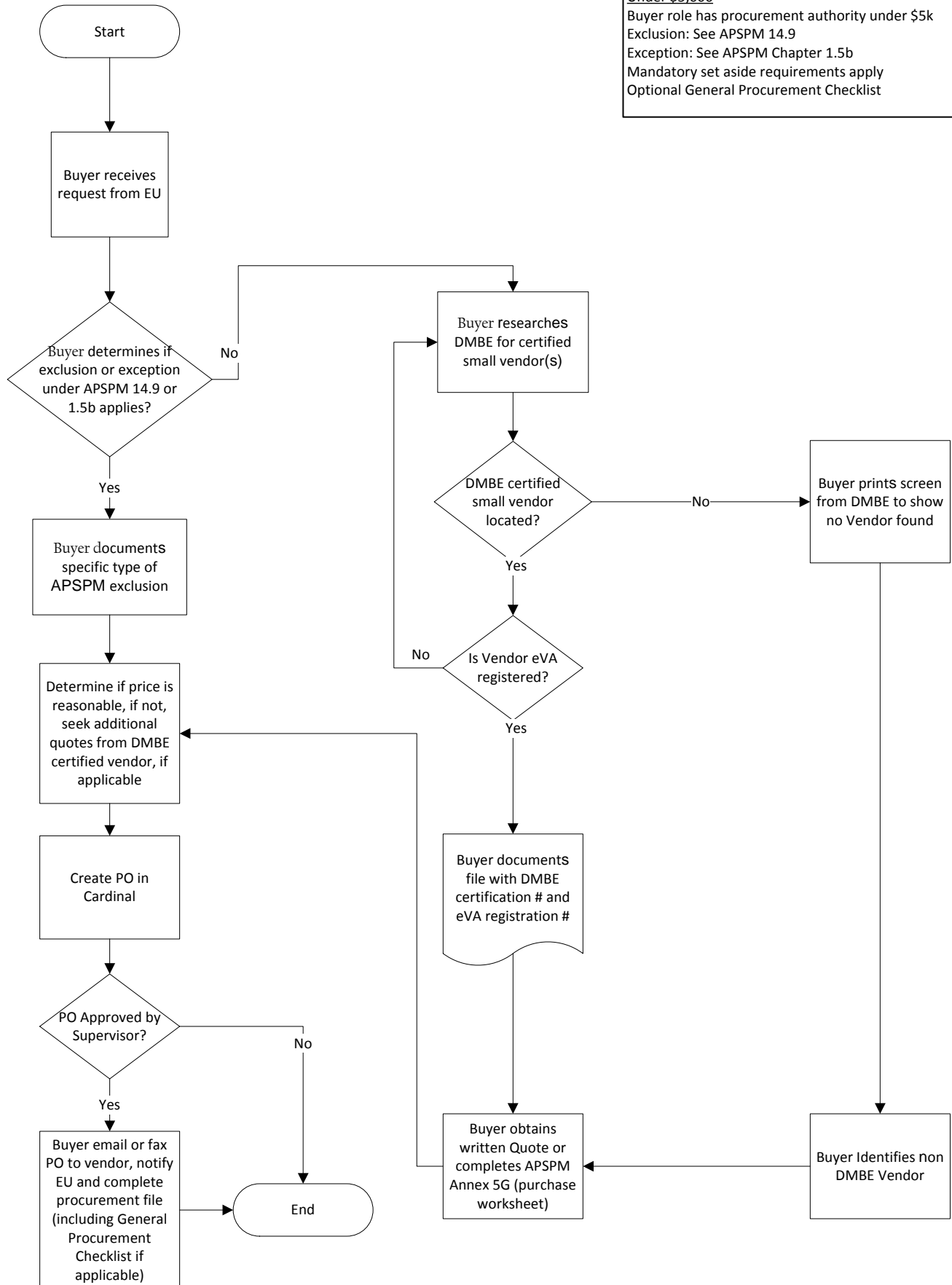
Buyer role has procurement authority under \$5k

Exclusion: See APSPM 14.9

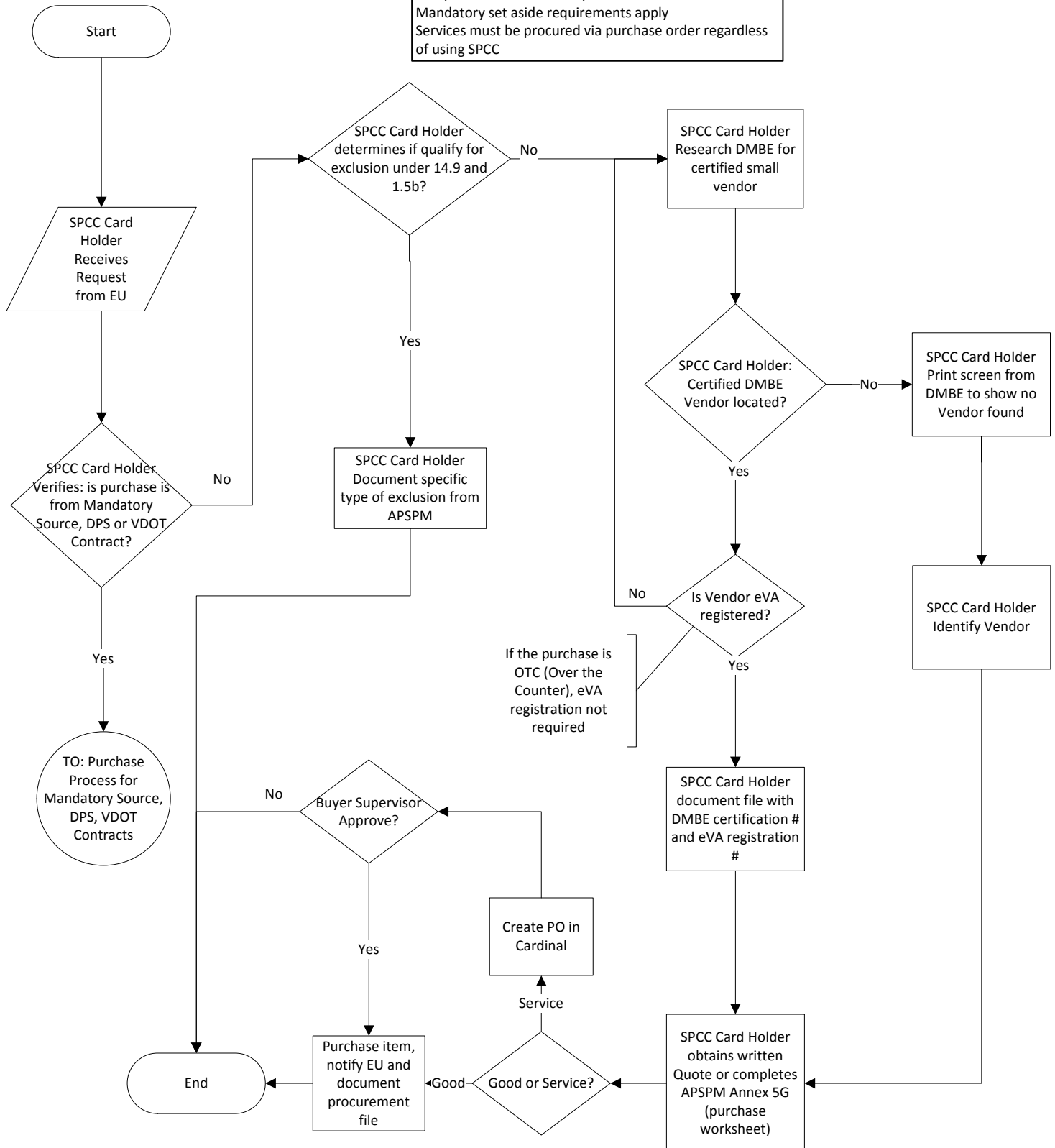
Exception: See APSPM Chapter 1.5b

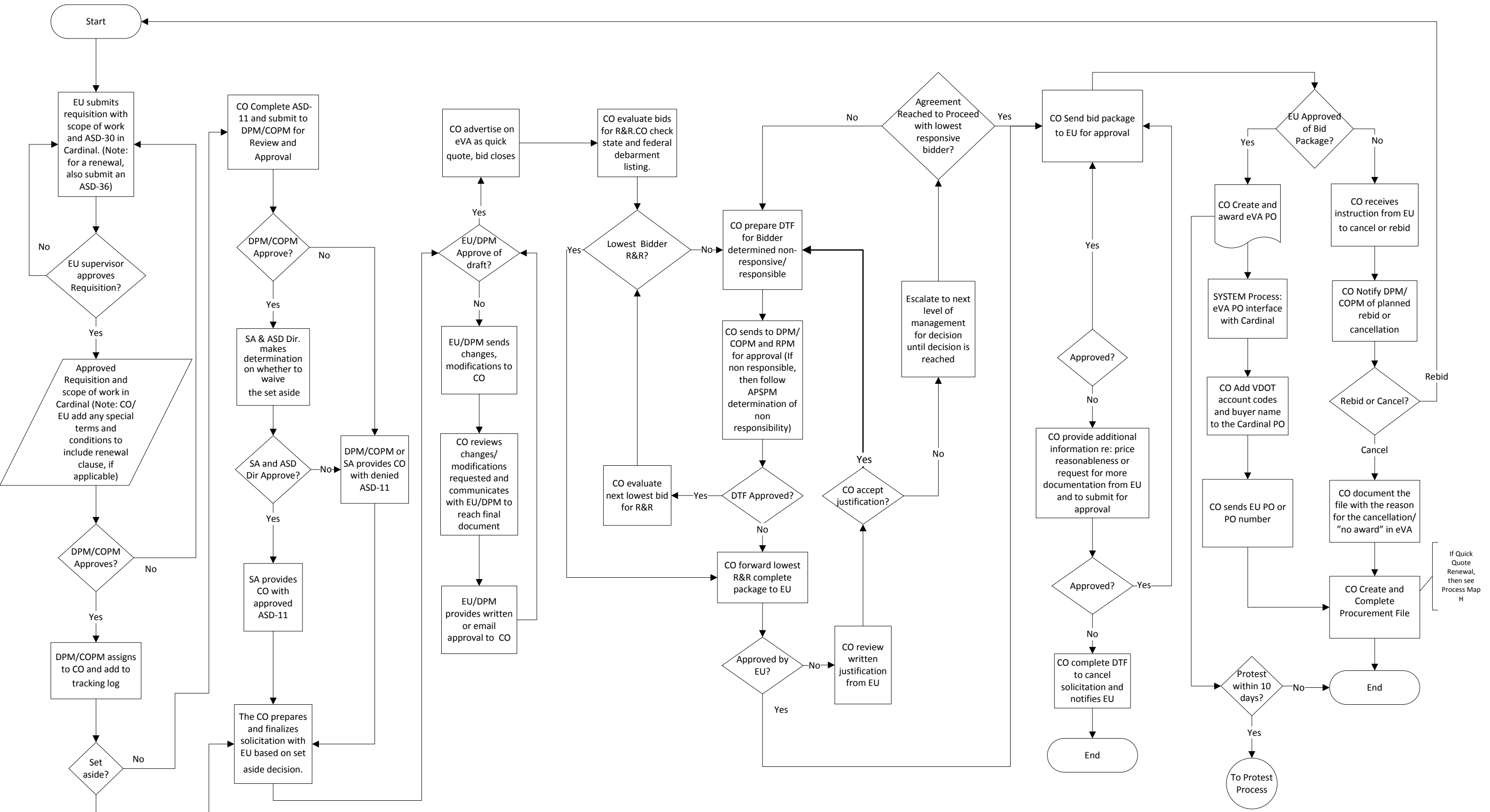
Mandatory set aside requirements apply

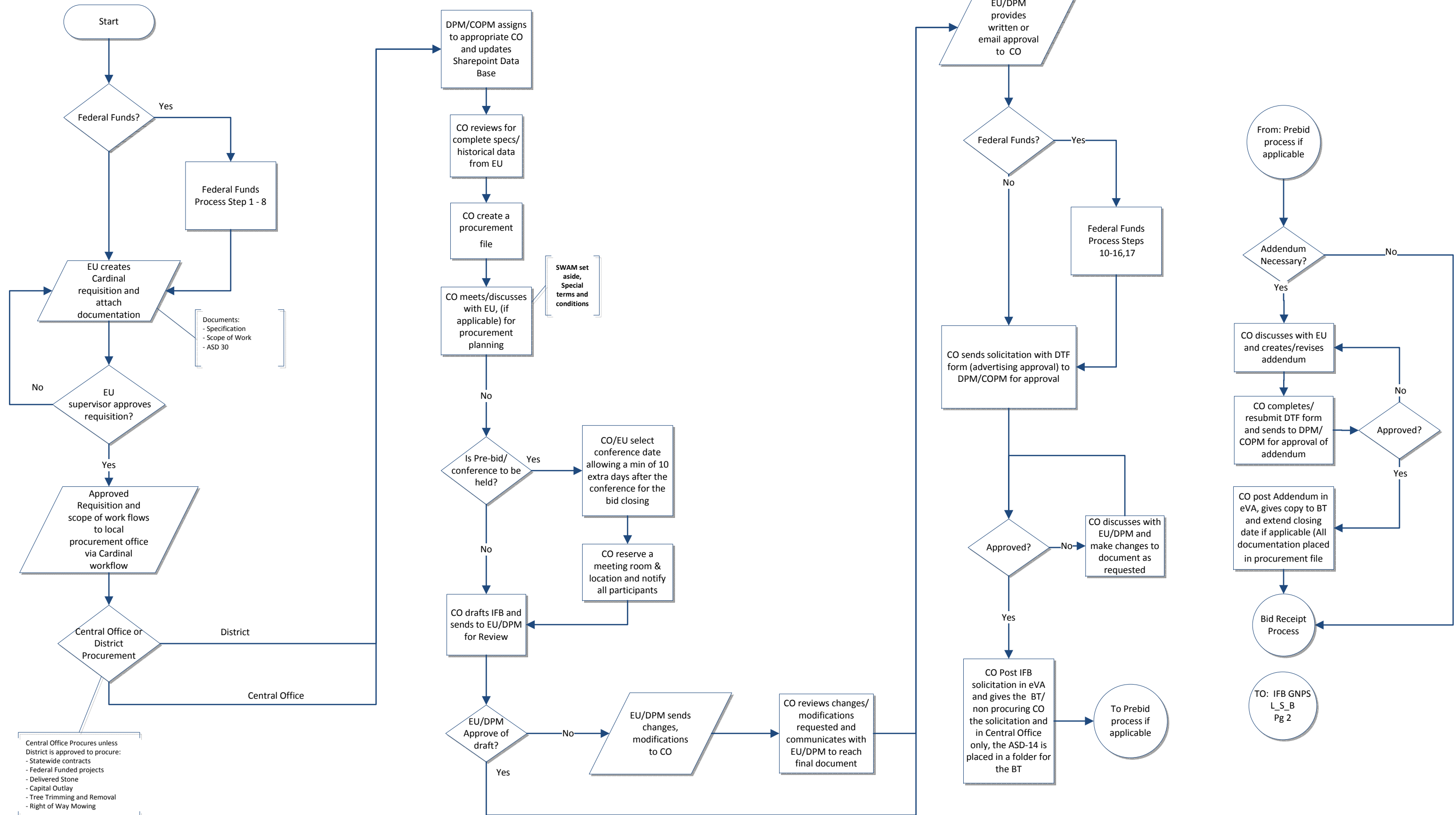
Optional General Procurement Checklist

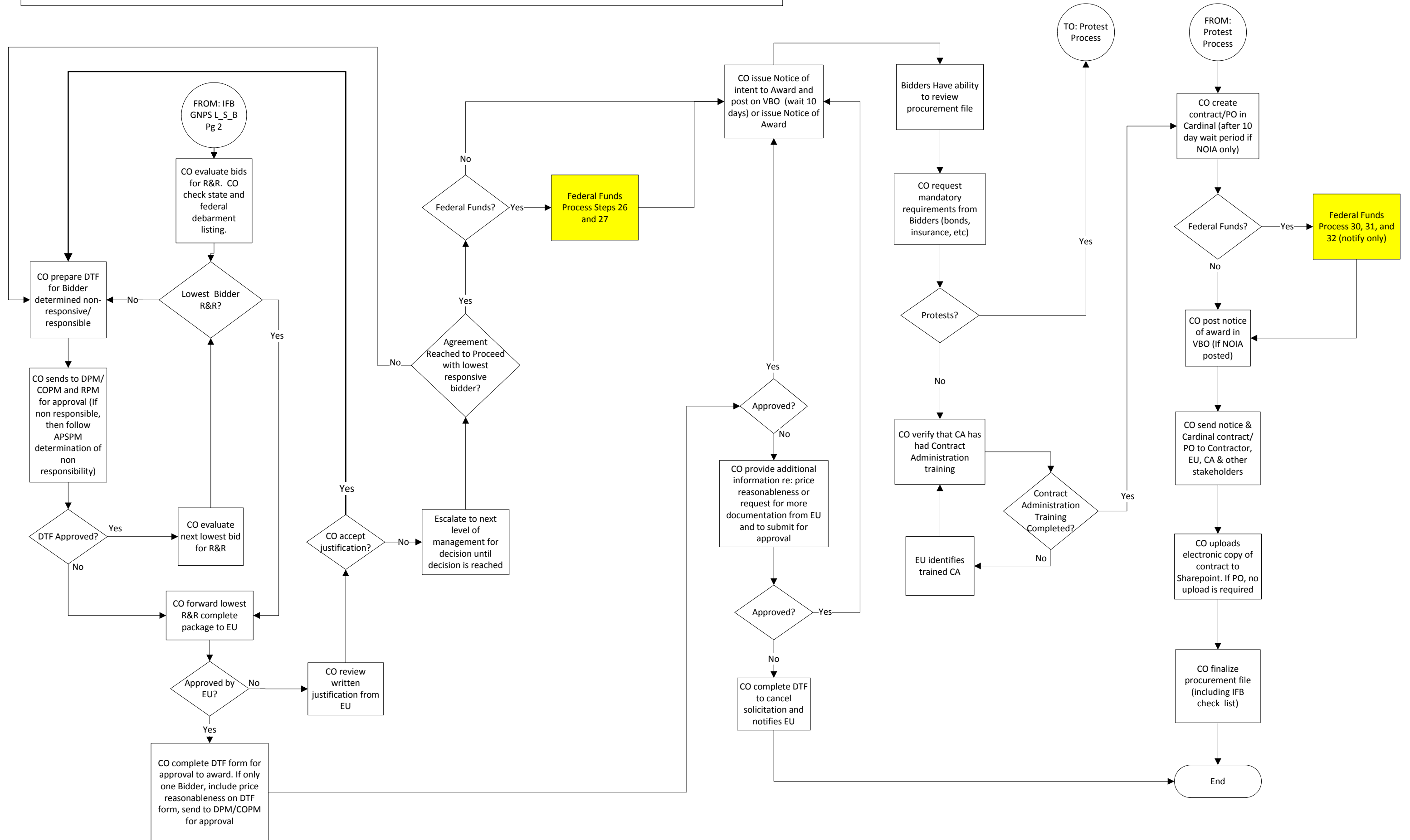


Note: For Purchases Up to \$5,000
Buyer role has procurement authority up to \$5k
Exclusion: See APSPM 14.9
Exception: See APSPM Chapter 1.5b
Mandatory set aside requirements apply
Services must be procured via purchase order regardless of using SPCC









SECTION 6

COMPETITIVE SEALED BIDDING

- 6.1 General** – All Invitation for Bids (IFB) shall be issued by the appropriate ASD Procurement Office. Generally, 60 days lead-time is required for IFBs advertisement and award and 120 days lead time is required for Two-Step IFB advertisement and award.

IFB Checklist Form ASD-06 (See Attachment 6A) and IFB Two-Step Checklist Form ASD-18 (See Attachment 6B) must be used to ensure statewide consistency from contract initiation through award.

- 6.2 Preparation, Issuance, and Evaluation of IFBs** – All requisitions for IFBs must be approved in Cardinal and include ASD-30, approved ASD-15, and scope of work if applicable. Each requisition will be routed in Cardinal to the local ASD Procurement Office and assigned to a Contract Officer for procurement.

For reference, an IFB template is available on ASD's Procurement and Contract Management site: [ASD Contract Templates](#).

For planning and additional guidance on complex and non-routine procurements, refer to Attachment 4F, *Guidance in Procurement Planning for Complex, Non-routine Contracts*.

When evaluating bids, use the letter template in Attachment 6C to confirm bids that are lower than the next lowest bid by 25% or more.

See Attachment 6D for detailed process IFB – Goods and Services.

- 6.3 Preparation, Issuance and Evaluation of Two-Step IFBs** – VDOT uses this method for Turnkey Asset Management Services (TAMS) and other services as deemed appropriate. Requests to use Two-Step IFB must be justified by the District or Division Administrator or his designee in writing and demonstrate the rationale and advantages for using this procurement method. The justification shall be documented by the Contract Officer and approved by the ASD Administrator and retained in the procurement file.

When evaluating proposals, Contract Officer will ensure DMBE certification is valid prior to sending the proposal packages to the evaluation committee or SWaM Advocate. The SWaM Evaluation Process (IFB Two-Step and RFP) is shown in Attachment 6E.

See Attachment 6F for detailed process IFB Two-Step – Goods and Services.

- 6.4 Pre-bid Conferences** – If a pre-bid conference will be held, Contract Officers will use the information in Attachment 6G which includes detailed process map, checklist and meeting example for conducting conferences.

The Pre-bid/Pre-Proposal Conference Attendance Form ASD-09 (See Attachment 6H) will be posted on eVA for all procurements.

If attendance at the pre-bid conference is mandatory, Contract Officers should use the letter template in Attachment 6I to return bid(s) received from bidder(s) not in attendance.

- 6.5 Bid Receipt, Opening and Tabulation Support** – Contract Officers provide a copy of all solicitations posted in eVA to the Bid Tabulator or non-procuring Contract Officer to ensure bid receipt, opening and tabulation processes are objective and handled in accordance with procurement best practices. The following forms will be used to document bids receipt and opening:

- Record of Bids/Proposals Received Form ASD-14 (Attachment 6J)
- Public Opening Log Form ASD-04 (Attachment 6K)

A detailed process map for bid/proposal receipt is included in Attachment 6L.

A reference guide and process map for conducting public openings is in Attachment 6M.

- 6.6 Reference Check** – Contract Officers will use Contract Reference Check Form ASD-12 (See Attachment 6N) to document reference checks.

6.7 Standard Contract

- (a) Contracts awarded by IFBs include signed Bid, Notice of Award and Cardinal Contract.
- (b) The standard two-party contract in the *APSPM*, Annex 7-D, shall be used with Two-Step IFBs. See Attachment 7E.



VDOT PROCUREMENT CHECKLIST – INVITATION FOR BIDS (IFB)

Instructions:

- This form is to be completed by the Contract Officer and retained in the Contract File.
- Place a v beside each task as completed and add other data requested
- For tasks that are Not Applicable (NA), please use NA on the line associated with that task.
- Contract Officer is to sign and date completed form.

Contract Officer's Name _____ Division/District _____ Requisitioning Unit _____ Project Descript/Commodity _____ Contact Name/Requestor _____	Requisition # _____ IFB # _____ Contract(s) # _____
--	--

CONTRACT FILE SECTION A

Request

- _____ Requirements and Specifications assigned to Contract Officer on _____
- _____ Include appropriate funding approvals for procurements over \$100,000.00
- _____ Include copy of Requisition
- _____ Include copy of the Supplemental Form for Requisitions ASD-30
- _____ If Federal Funds are being used include appropriate Federal Forms, and:
- _____ Written FHWA Approval _____ Federal-Aid Project Agreement (from Programming Division)
- _____ Is the request covered by an Administrative Exemption or an Exemption to Competitive Requirements?
- _____ ☐ Yes ☐ No If yes, include written justification

Bid Preparation

- _____ Revised specifications (IFB) sent for review to _____ Name _____ Date: _____
- _____ Revised and approved specifications (IFB) returned _____ by (Name) _____ Date: _____
- _____ Determine if the procurement is a set-aside ☐ Yes ☐ No
- _____ If yes, include set-aside language on the face of the bid
- _____ Include latest version of General Terms and Conditions
- _____ Review and determine the Special Terms and Conditions required.
- _____ Include Vendor Qualification/Equipment Inventory Verification if required (ASD-08)
- _____ Include Small Business Subcontracting Plan if procurement is over \$100,000 & procurement is not a set-aside
- _____ Include shop drawings (if needed)
- _____ Document Procurement Manager's/ Supervisor's approval of final IFB document – signed DTF

Bid Distribution

DSBSD Certified Small Business (Small, Woman-Owned and Minority-Owned businesses)

- _____ Contract Officer searched DSBSD website for DSBSD certified small businesses (SWaM)
- _____ Attach DSBSD screen print that verifies NO DSBSD vendors were found on DSBSD website.
- _____ Posted on eVA
- _____ Include copy of VBO Solicitation Print View
- _____ Include email notification from eVA & VBO notification sheet verifying IFB was emailed to registered vendors

Pre-Bid Conferences

- ___ Optional ☐ or Mandatory ☐ Admittance deadline for Mandatory pre-bid for vendors
- ___ Include written approval of Procurement Manager for Contract Officer not attending pre-bid in person or attending via a video conference
- ___ Include waiver from Regional Procurement Manager if not holding a pre-bid conference and Procurement is over \$100,000.00
- ___ Include attendance roster signed by attendees. Date roster posted in eVA _____
- ___ Include minutes, tape or scribe notes, questions and answers from pre-bid conference in the procurement file
- ___ Include necessary addendums as a result of pre-bid conference
- ___ Include Procurement Manager's approval of addendums
- ___ Site visit (if required and separate from pre-bid conference)

CONTRACT FILE SECTION B

Bid Receipt

- ___ Bids routed to Bid Tabulator Date _____ List of bids returned (received late)
- ___ Bid tabulation and package returned to Contract Officer on _____
- ___ Bid tabulation matches bids delivered to Contract Officer
- ___ Copy of bid tab
- ___ Include all unsuccessful bids in file

Bid Analysis

- ___ Low Bidders' bid reviewed for responsiveness
- ___ Low bidder's bid reviewed for responsibility
- ___ Validate copy of vendor's contractor's license (if applicable)
- ___ Validate with Department of General Services that vendor has not been debarred from doing business with the Commonwealth.
- ___ If federally funded, validate with the [System for Award Management](#) for debarment or suspension for prime and all subcontractors. Print findings and include in the procurement file.
- ___ Copies of bid documents sent to appropriate end user for review on _____ (date)
- ___ Award approval returned on (date) _____ from end user
- ___ Include price reasonableness (if required)
- ___ If a low bid does not meet the specifications, responsiveness, and/or responsibility criteria, include written documentation and signed DTF
- ___ Include approved copy of written notification of non-responsible determination sent to bidder
- ___ Include bidder response (date received) _____
- ___ Contract awarded to other than lowest bidder ☐ Yes ☐ No
- ___ If yes, include sign-off from ASD - Director
- ___ Include documentation on all checked references (if references required)
- ___ Contract Officer requests insurance documents from selected vendor.
- ___ Date requested _____ Date received _____
- ___ Contract Officer verifies Commonwealth of Virginia/VDOT is named "additional insured", if applicable
- ___ Contract Officer requests Bonds (if necessary) & verifies if effective during contract term
- ___ Date requested _____ Date received _____
- ___ Contract Officer requests other needed documents (certificates or licenses)
- ___ Date requested _____ Date received _____

Bid Award

If federally funded, validate with the [System for Award Management](#) for debarment or suspension.

Print findings and include in the procurement file,

Contract Officer prepares Notice of Intent to Award and posts on eVA, include VBO solicitation print view

Contract Officer prepares Award Document Contract Number _____

Contract Officer posts Notice of Award on eVA on _____ include VBO solicitation print view

Bid tabulation form posted to eVA on _____ include VBO solicitation print view

Contract Officer provides contractor information to Personnel Security Section (if applicable)

Obtain necessary approval if award exceeds Contract Officer's delegated procurement authority

Contract Administration

Contract Officer confirms Contract Administrator attended CA class within last 2 years

Contract Officer prepares and forwards Contract Administration Designation Letter

If procurement contract is complex, meet with designated Contract Administrator

Contract Officer received signed copy of above letter from designated Contract Administrator

Award Document

Contract copies sent to end user, designated Contract Administrator and district procurement office

Contract Award package for file to include: Cardinal Contract, Notice of Award, Notice of Intent to Award, Contractor's bid document, IFB, insurance certification, contractor license, signed Contract Administrator Designation Letter

**Contract
Officer:** _____

Date: _____

(This form is to be completed by the Contract officer and retained in the Procurement File)

Comments

CONTRACT FILE SECTION C**Post Award Documentation**

ASD-36 Contractor Performance/Recommendation for Renewal Form submitted by Contract Administrator

Date Received _____

Contract Renewal Documentation, to include Cardinal Contract Renewal

Other Post Award Documentation

Section A

IFB PREPARATION DOCUMENTS

- _____ **Solicitation review check list** (copy of steps followed and information required for solicitation)
- _____ **Copy of Final Advertised IFB** – place a copy of the approved (end user, DPM, etc) official advertised copy of the IFB
- _____ **ASD-30** (supplement) **and copy of approved requisition** (Cardinal)
- _____ **Written determination for use of** (if applicable, provide justification of determination)
- Funding Approval(s) procurements over \$100,000.
 - Proprietary - Justification
 - Administrative Exemption and/or Exemption to Competitive Requirements
 - Other (indemnification clause , etc)
- _____ **Specifications** (specs provided by and worked on with end user)
- _____ **Working papers** - draft of solicitation with any applicable terms and conditions, set-asides, comments from end user, reference request, Vendor Data Sheet, drawings and etc. **All correspondence prior to the advertisement of the IFB/Solicitation.**
- _____ **Copy of Previous contract with prices** - copy if a previous contract (*This is the bottom Tab and the first to go in the folder*)
- _____ **Blank Tab** – for use by Procurement Officer for anything that falls under IFB Preparation/prior to advertisement.

Other _____

**Section A
(Continued)
IFB ADVERTISEMENT DOCUMENTS**

- _____ **VBO/newspaper advertising/posting notice** (copy of eVA/VBO posting and/or newspaper posting)
- _____ **Bidder mailing list** (copy of electronic mailing list from eVA/VBO posting, notification of eVA registered vendors emailed and list of vendors that solicitation was mailed with mail date, and DSBSD listing)
- _____ **Pre-bid Meeting** (copy of attendees list, and any notes taken during conference waiver for ASD Director/Designee if not holding a pre-bid meeting)
- _____ **Addendum(s) to solicitation** (copy to show any changes made since original solicitation posting and copy of addendum posting with post date/VBO printout)
- _____ **Correspondence after advertisement but prior to bid closing** - questions from vendors about solicitation and responses from CA/end user, etc.
- _____ **Blank Tab** – for use by Procurement Officer for anything that falls under IFB Advertisement Documents

Other _____

Section B

BID RECIEPT, BID TAB, ANALYSIS AND CORRESPONDENCE

_____ **Notice of Award** – (NOA copy and eVA/VBO print out showing posting date)

_____ **Notice of Intent to Award** – (NOIA copy and eVA/VBO print out showing posting date)

_____ **Pre-award determination and correspondence**, such as:

Documentation to support

- Approval end user (to award and meets specifications)
- Submittals – insurance, Background checks (Security), eVA Registration, Contractor's License, Business License, DSBSD certification, SCC (State Corporation Commission), etc.
- Price reasonableness determination
- Vendor not on Debarment list
- Bid evaluation responsive, responsible
- DTF if required if low bid not responsive, responsible and/or doesn't meet specs
- Contract awarded to other than lowest bidder
- References if required/Equipment Verified (ref. Attachment A)
- Approval ASD Director if other than lowest
- Request for submittals (License, Insurance, etc)
- Other correspondence after advertisement of bid/IFB but prior to award

_____ **Bid tabulation/sheets** (copy of bid tab, records of bid(s) routed to bid tabulator, correspondence with end user) (See section C for unsuccessful bids/bid packages)

_____ **Correspondence after bid closing during evaluation, Notice of Intent up to Award-**
correspondence about closing, bid tab or from CA/end user, etc.

_____ **Blank Tab** – for use by Procurement Officer for anything that falls under receipt of bid and correspondence up to NOA Documents

Other _____

Section B
(Continued)
AWARD/CONTRACT AND MODIFICATIONS/RENEWALS

_____ **Contract award document**, to include:

Signed Contract Agreement/IFB (to include Cardinal Contract Print-out document and/or Purchase Order)

- Contractor's original bid/IFB and any addendum(s)
- Subsequent changes to the contract/Contract modifications
- Subsequent contract renewal(s)

_____ **Insurance Documents/Certificates & Licenses** (copy of required insurance certificate with Commonwealth named as additional insured and any other certificate & licenses copy)

_____ **Bonds** (copy of performance and/or bid bonds, if required)

_____ **Contract administration (CA)**, to include:

- **Notification to contract users** (provide a copy to end user and assigned CA)
- **Assignment of post award contract administrator and responsibilities.** (copy of signed letter received back from CA acknowledging receipt and understanding of duties)

Other _____

POST AWARD DOCUMENTATION Section C

_____ **Post award correspondence** (copies of any vendor/contractor or end user correspondence after award)

_____ **Contract performance evaluation** (copy of the ASD 36 form that CA completes and submits as required)

_____ **Compliance Issues & Vendor complaint forms and responses** (copy of any complaint or performance issues and responses)

_____ **Unsuccessful bids** (copy of each unsuccessful bid/proposal to be included or note location of documents)

_____ **Blank Tab** – for use by Procurement Officer for anything that falls under Post-Award Documents

Other _____



VDOT PROCUREMENT CHECKLIST TWO STEP INVITATION FOR BIDS (IFB)

Instructions:

- This form is to be completed by the Contract Officer and retained in the Contract File.
- Place a √ beside each task as completed and add other data requested
- For tasks that are Not Applicable (NA), please use NA on the line associated with that task.
- Contract Officer is to sign and date completed form.

Contract Officer's Name _____ Division/District _____ Requisitioning Unit _____ Project Descript/Commodity _____ Contact Name/Requestor _____	Requisition # _____ IFB # _____ Contract(s) # _____
--	--

CONTRACT FILE SECTION A

Name	Evaluation Team Members E-Mail Address	Telephone Number
------	---	------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Chairperson:**Request**

- _____ Requirements and Specifications assigned to Contract Officer on _____
- _____ Include appropriate funding approvals for procurements over \$100,000.00
- _____ Include written justification for the use of two-step approved by Procurement Manager, Regional Procurement Manager, and Director ASD
- _____ Include copy of Requisition
- _____ Include copy of the Supplemental Form for Requisitions ASD-30
- _____ If Federal Funds are being used include appropriate Federal Forms, and:
- _____ Written FHWA Approval _____ Federal-Aid Project Agreement (from Programming Division)
- _____ Is the request covered by an Administrative Exemption or an Exemption to Competitive Requirements?
- _____ ☐ Yes ☐ No If yes include written justification

Bid Preparation

- _____ Revised specifications (IFB) sent for review to _____ (Name) on _____ (date)
- _____ Revised and approved specifications (IFB) returned by (Name) on _____ (date)
- _____ Determine if the procurement is a set-aside ☐ Yes ☐ No
- _____ If yes, include set-aside language on the face of the bid

- _____ Include latest version of General Terms and Conditions
- _____ Review and determine the Special Terms and Conditions required.
- _____ Include Vendor Qualification/Equipment Inventory Verification if required (ASD-08)
- _____ Include Small Business Subcontracting Plan if procurement is over \$100,000 and procurement is not a set-aside
- _____ Include shop drawings (if needed)
- _____ Document Procurement Manager's/ Supervisor's approval of final IFB document – signed DTF

Bid Distribution

DSBSD Certified Small Business or DBE vendors If FHWA funded

- _____ Contract Officer searched DSBSD website for DSBSD certified small businesses (SWaM)
- _____ Attach DSBSD screen print that verifies NO DSBSD vendors were found on DSBSD website.
- _____ Posted on eVA
- _____ Include copy of VBO Solicitation Print View
- _____ Include email notification from eVA and VBO notification sheet verifying IFB was emailed to registered vendors

Documents to Evaluation Committee

- _____ Evaluation Committee Letter with Instructions
- _____ Date of meeting with Evaluation Committee to review evaluation process _____
- _____ Understanding of Responsibility
- _____ Ethics Article
- _____ Non-Disclosure Statement
- _____ Evaluation Sheet

Pre-Bid Conferences

- _____ Optional ☐ or Mandatory ☐ Admittance deadline for Mandatory pre-bid for vendors
- _____ Include written approval of Procurement Manager for Contract Officer not attending pre-bid in person or attending via a video conference
- _____ Include waiver from Regional Procurement Manager if not holding a pre-bid conference and Procurement is over \$100,000.00
- _____ Include attendance roster signed by attendees. Date roster posted on eVA. _____
- _____ Include minutes, tape or scribe notes, questions and answers from pre-bid conference in the procurement file
- _____ Include necessary addendums as a result of pre-bid conference
- _____ Include Procurement Manager's approval of addendums
- _____ Site visit (if required and separate from pre-bid conference)

CONTRACT FILE SECTION B

Bid Receipt

- _____ Bids routed to Bid Tabulator _____ List of bids returned (received late)
 - _____ Bid tabulation and package given to Contract Officer on _____
 - _____ Bid tabulation matches bids delivered to Contract Officer
 - _____ Copy of bid tab
-

Proposal Evaluation

- _____ Bidders' proposal reviewed for responsiveness and SWaM verification
- _____ Bidder's proposal reviewed for responsibility and responsiveness.
- _____ Include approved copy of written notification of non-responsible determination sent to bidder
- _____ Include bidder response (date received) _____
- _____ Provide copies of each proposal to each evaluation member
- _____ Include documentation on all checked references (if references required)
- _____ Validate copy of vendor's contractor's license (if applicable)
- _____ Validate with DGS that vendor has not been debarred from doing business with the Commonwealth
- _____ Include signed Non-Disclosure Statement from each evaluation member
- _____ Date of Evaluation Committee Scoring Meeting _____
- _____ Completed evaluation forms from each team member on each proposal
- _____ Completed consensus evaluation Form
- _____ Notification to all Bidders who submitted a proposal that pricing is going to be opened for those proposals deemed acceptable
- _____ Date _____
- _____ Return unopened pricing and bid bond if required, to Bidders whose proposals were deemed not acceptable

Bid Evaluation

- _____ Pricing sent to end user for approval on (date) _____
- _____ Award approval returned on (date) _____
- _____ Include price reasonableness (if required)
- _____ Contract awarded to other than lowest bidder ☐ Yes ☐ No
- _____ If yes, include sign-off from ASD - Director
- _____ Contract Officer requests insurance documents from selected vendor.
 - _____ Date requested _____ Date received _____
- _____ Contract Officer verifies Commonwealth of Virginia/VDOT is named "additional insured", if applicable
- _____ Contract Officer requests Bonds (if necessary) & verifies if effective during contract term
 - _____ Date requested _____ Date received _____
- _____ Contract Officer requests other needed documents (certificates or licenses)
 - _____ Date requested _____ Date received _____

Bid Award

- _____ Contract Officer prepares Notice of Intent to Award and posts on eVA, include VBO solicitation print view
- _____ Obtain CTB approval if required _____ Date received _____
- _____ Contract Officer prepares Award Document Contract Number _____
- _____ Contract Officer posts Notice of Award on eVA on _____ include VBO solicitation print view
- _____ Bid tabulation form posted to eVA on _____ include VBO solicitation print view
- _____ Contract Officer provides contractor information to Personnel Security Section (if applicable)

Obtain necessary approval if award exceeds Contract Officer's delegated procurement authority

Contract Administration

- _____ Contract Officer confirms Contract Administrator attended CA class within last 2 years
- _____ Contract Officer prepares and forwards Contract Administration Designation Letter
- _____ If procurement contract is complex, meet with designated Contract Administrator
- _____ Contract Officer received signed copy of above letter from designated Contract Administrator

Award Document

- _____ Contract copies sent to end user, designated Contract Administrator and district procurement office
- _____ Contract Award package for file to include: Cardinal Contract, Notice of Award, Contractor's proposal and pricing, insurance certification, contractor license, signed Contract Administrator Designation Letter.

Contract Officer: _____ **Date:** _____

(This form is to be completed by the Contract officer and retained in the Procurement File)

Comments

CONTRACT FILE SECTION C

Post Award Documentation

- _____ ASD-36 Contractor Performance/Recommendation for Renewal Form submitted by Contract Administrator
- _____ Date Received _____
- _____ Contract Renewal Documentation, to include Cardinal Contract Renewal
- _____ Other Post Award Documentation

Section A

IFB TWO-STEP PREPARATION DOCUMENTS

- _____ **Solicitation review check list** (copy of steps followed and information required for solicitation)
- _____ **Copy of Final Advertised IFB** – place a copy of the approved (end user, DPM, etc) and official advertised copy of the IFB
- _____ **ASD-30** (supplement) **and copy of approved requisition** (Cardinal)
- _____ **Written determination for use of** (provide justification of determination)
- Funding Approval(s) procurements over \$100,000.
 - Proprietary - Justification
 - Administrative Exemption and/or Exemption to Competitive Requirements
 - Other (indemnification clause , etc)
- _____ **Specifications** (specs provided by and worked on with end user)
- _____ **Working papers** - draft of solicitation with any applicable terms and conditions, set-asides, comments from end user, reference request, Vendor Data Sheet, drawings and etc. **All correspondence prior to the advertisement of the IFB Two-Step/Solicitation.**
- _____ **Evaluation Team Member** – List containing names of member, email address and telephone number
- _____ **Copy of Previous contract with prices** - copy if a previous contract (*This is the bottom Tab and the first to go in the folder*)
- _____ **Blank Tab** – for use by Procurement Officer for anything that falls under IFB Preparation/prior to advertisement.
- Other** _____
- _____
- _____

Section A
(Continued)
IFB TWO-STEP ADVERTISEMENT DOCUMENTS

- _____ **VBO/newspaper advertising/posting notice** (copy of eVA/VBO posting and/or newspaper posting)
- _____ **Bidder mailing list** (copy of electronic mailing list from eVA/VBO posting, notification of eVA registered vendors emailed and list of vendors that solicitation was mailed with mail date, and DSBSD listing)
- _____ **Evaluation Committee** – Documents – Evaluation Committee Letter with instructions, Date of Meeting and review evaluation process, Understanding of Responsibility, Ethics Article, Non-Disclosure Statement, Evaluation Sheet
- _____ **Pre-bid Meeting** - (copy of attendees list, and any notes taken during conference waiver for ASD Director/Designee if not holding a pre-bid meeting)
- _____ **Addendum(s) to solicitation** (copy to show any changes made since original solicitation posting and copy of addendum posting with post date/VBO printout)
- _____ **Correspondence after advertisement but prior to bid closing** - questions from vendors about solicitation and responses from CA/end user, etc.
- _____ **Blank Tab** – for use by Procurement Officer for anything that falls under IFB Advertisement Documents

Other _____

Section B

BID RECEIPT, BID TAB, ANALYSIS AND CORRESPONDENCE

_____ **Notice of Award** – (NOA copy and eVA/VBO print out showing posting date)

_____ **Notice of Intent to Award** – (NOIA copy and eVA/VBO print out showing posting date)

_____ **Bid Evaluation** (correspondence)

Documentation to support

- Approval end user (to award and meets specifications)
- Submittals – insurance, Background checks (Security), eVA Registration, Contractor's License, Business License, DSBSD certification, SCC (State Corporation Commission), etc.
- Price reasonableness determination (if applicable)
- Vendor not on Debarment list (*APSPM 4.31, Vendor's Manual 7.20, Virginia Public Procurement Act § 2.2 - 4321.1*) or eVA Delinquent Vendor's List (*Virginia Debt Collection Act, Code of Virginia § 2.2-4800 through 2.2-4809 and the Commonwealth Accounting Policies and Procedures (CAPP) Manual*)
- Bid evaluation responsive, responsible
- DTF if required if bid is not responsive, responsible and/or doesn't meet specs
- Contract awarded to other than lowest bidder
- References if required/Equipment Verified (ref. Attachment A)
- Approval ASD Director if other than lowest
- Request for submittals (License, Insurance, etc)
- Other correspondence after advertisement of bid/IFB but prior to award

_____ **Bid Receipt** - tabulation/sheets (copy of bid tab, records of bid(s) routed to bid tabulator, correspondence with end user) (See section **C** for unsuccessful bids/bid packages)

_____ **Proposal Evaluation** –

- Bidders proposal reviewed for responsiveness, responsibility and SWaM verification
- Provide copies of each proposal to each evaluation member (list), include evaluators remarks, notes, suggestions, etc.
- References (if required) and documentation
- List of approved proposals and all correspondence for the accepted and denied proposals – after evaluation return unopened bid package for the proposals that did not meet requirements or were not accepted
- Signed non-Disclosure Statement and Understanding of Responsibility from each evaluation member

_____ **Correspondence after bid closing during evaluation, Notice of Intent up to Award**- correspondence about closing, bid tab or from CA/end user, etc.

_____ **Blank Tab** – for use by Procurement Officer for anything that falls under receipt of bid and correspondence up to NOA Documents

Other _____

Section B
(Continued)
AWARD/CONTRACT AND MODIFICATIONS/RENEWALS

- _____ **Contract award document**, to include:
- Signed Contract Agreement/IFB (to include Cardinal Contract Print-out document and/or Purchase Order)
- Contractor's original bid/IFB and any addendum(s)
 - Subsequent changes to the contract/Contract modifications
 - Subsequent contract renewal(s)

- _____ **Insurance Documents/Certificates & Licenses** (copy of required insurance certificate with Commonwealth named as additional insured and any other certificate & licenses copy)

- _____ **Bonds** (copy of performance and/or bid bonds, if required)

- _____ **Contract administration (CA)**, to include:
- **Notification to contract users** (provide a copy to end user and assigned CA)
 - **Assignment of post award contract administrator and responsibilities.** (copy of signed letter received back from CA acknowledging receipt and understanding of duties)

Other _____

POST AWARD DOCUMENTATION Section C

- _____ **Post award correspondence** (copies of any vendor/contractor or end user correspondence after award)
- _____ **Contract performance evaluation** (copy of the ASD 36 form that CA completes and submits as required)
- _____ **Compliance Issues & Vendor complaint forms and responses** (copy of any complaint or performance issues and responses)
- _____ **Unsuccessful bids/proposals** (copy of each unsuccessful bid/proposal to be included or note location of documents)
- _____ **Blank Tab** – for use by Procurement Officer for anything that falls under Post-Award Documents

Other _____

Attachment 6C

Letter Template for Low Bid Greater than 25 Percent

Date:

Company Name
Attention
Street Address
City / State / Zip

Regarding: (District) (Solicitation Number) (Title)

Dear:

Your bid of \$ 00.00 for the above solicitation was received and evaluated. This bid is to be awarded to the responsible bidder based on the lowest grand sum total associated with the goods/services to be provided. In comparison with other bids received, your company's bid is the apparent lowest responsive bid; however it is 25% or more lower than the next low bid. In accordance with Sections 5.13 and 5.14 of the Commonwealth of Virginia *Vendor's Manual*, we wish to confirm in writing that your total bid price quoted is correct.

If your bid price is correct, please check the appropriate box below, sign and return this letter.

If your bid price is incorrect and a non judgmental error was made as defined in Section 5.13 of the *Vendor's Manual*, check the appropriate box below; provide written documentation verifying the nonjudgmental error, sign and return this letter.

If your bid price is incorrect and a judgment error was made, check the appropriate box below, confirm your bid price, sign and return this letter.

You will be notified in writing of our award decision. Please verify below your intent and return this letter by close of business [Date] to:

Name: _____
Email: _____ Fax: _____ Phone: _____
Address: _____ City: _____ State: _____ Zip: _____

☐ The bid price referenced above is correct; no error was made and the services/goods will be provided at the quoted price

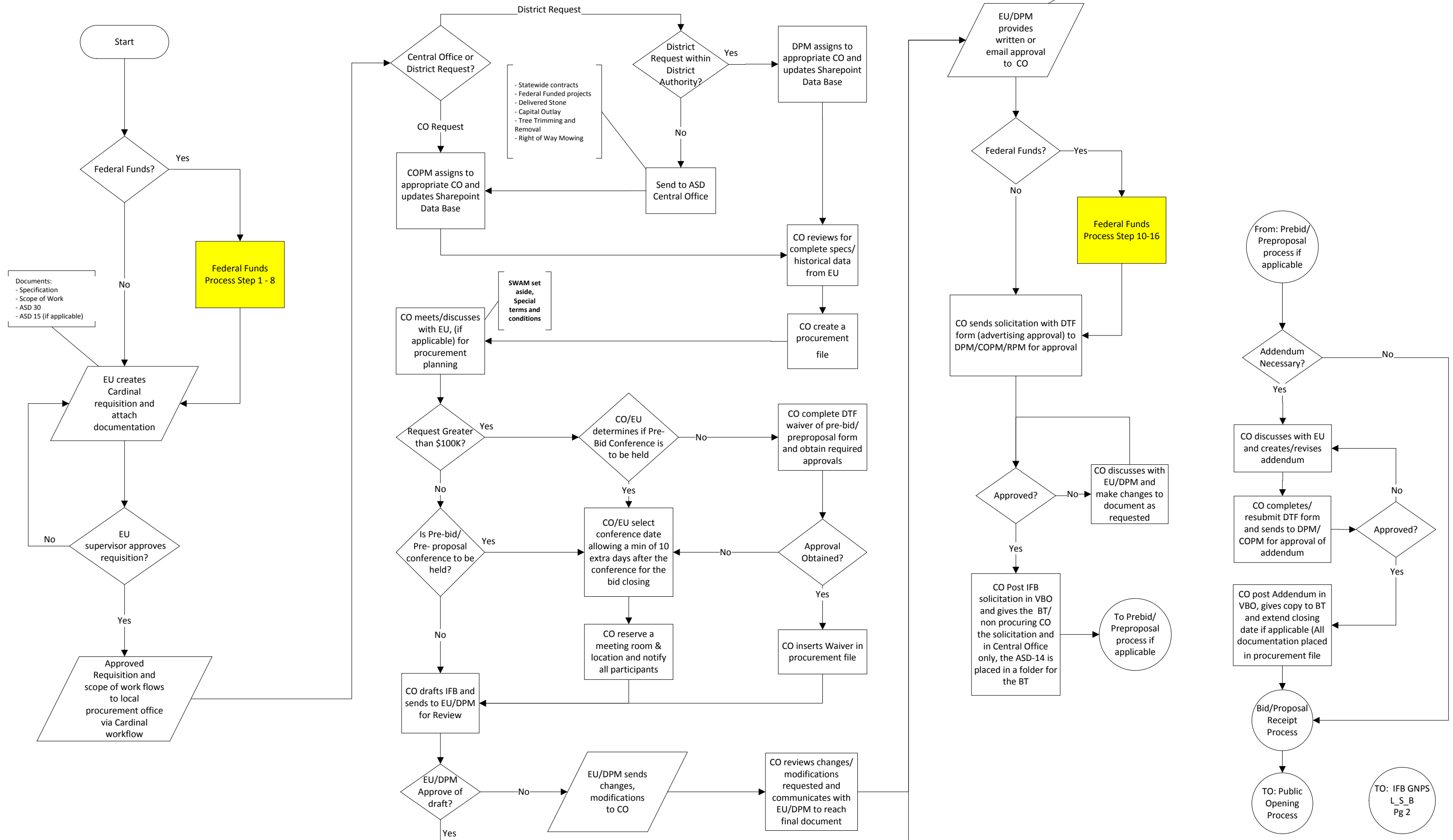
☐ I verify that the following error(s) was made in the above referenced bid and have provided written documentation verifying the error(s) and request permission to withdraw the bid:

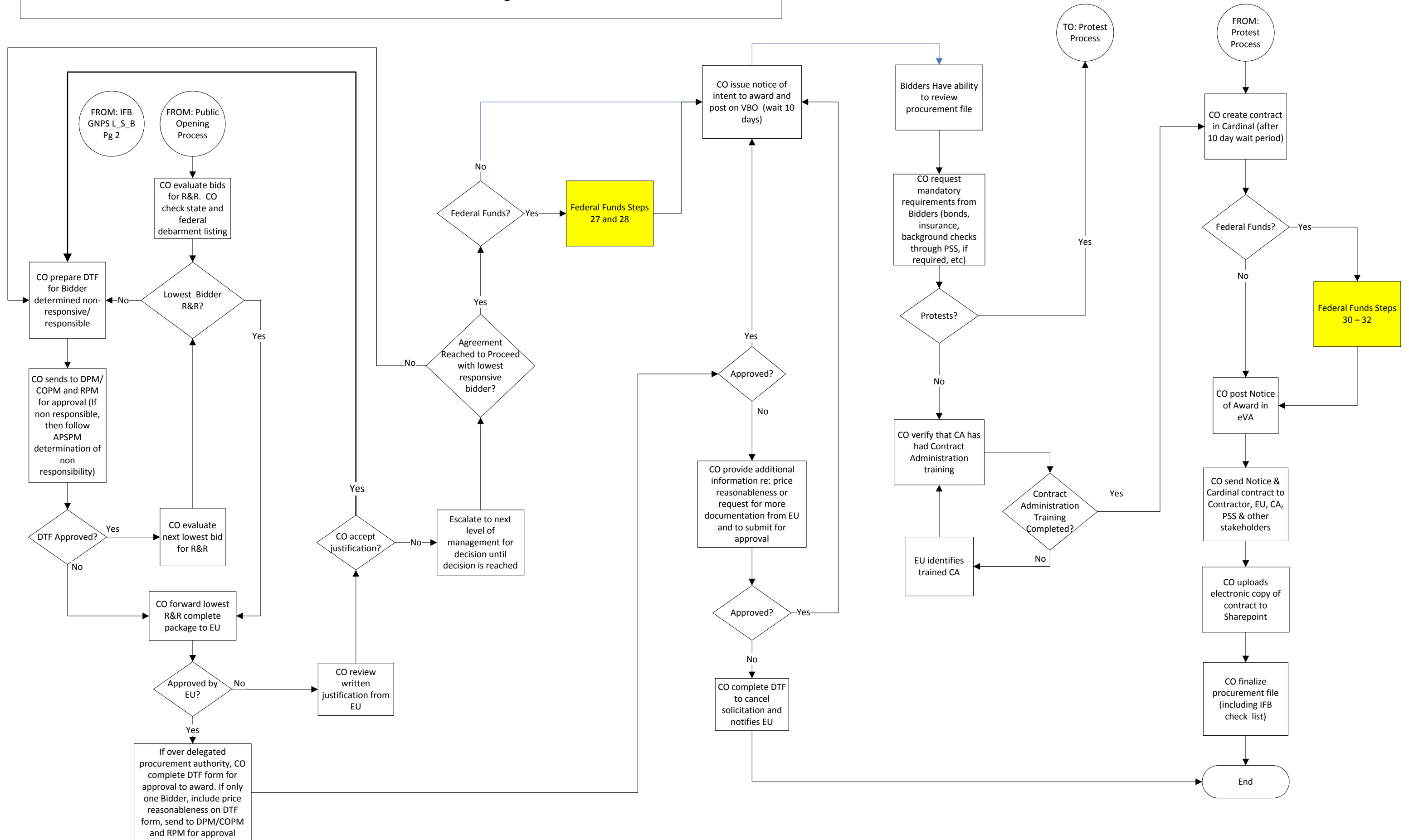
_____ Arithmetic error(s)	_____ Error in extending unit prices
_____ Transposition error(s)	_____ Typographical error(s)
_____ Other, please explain in detail	

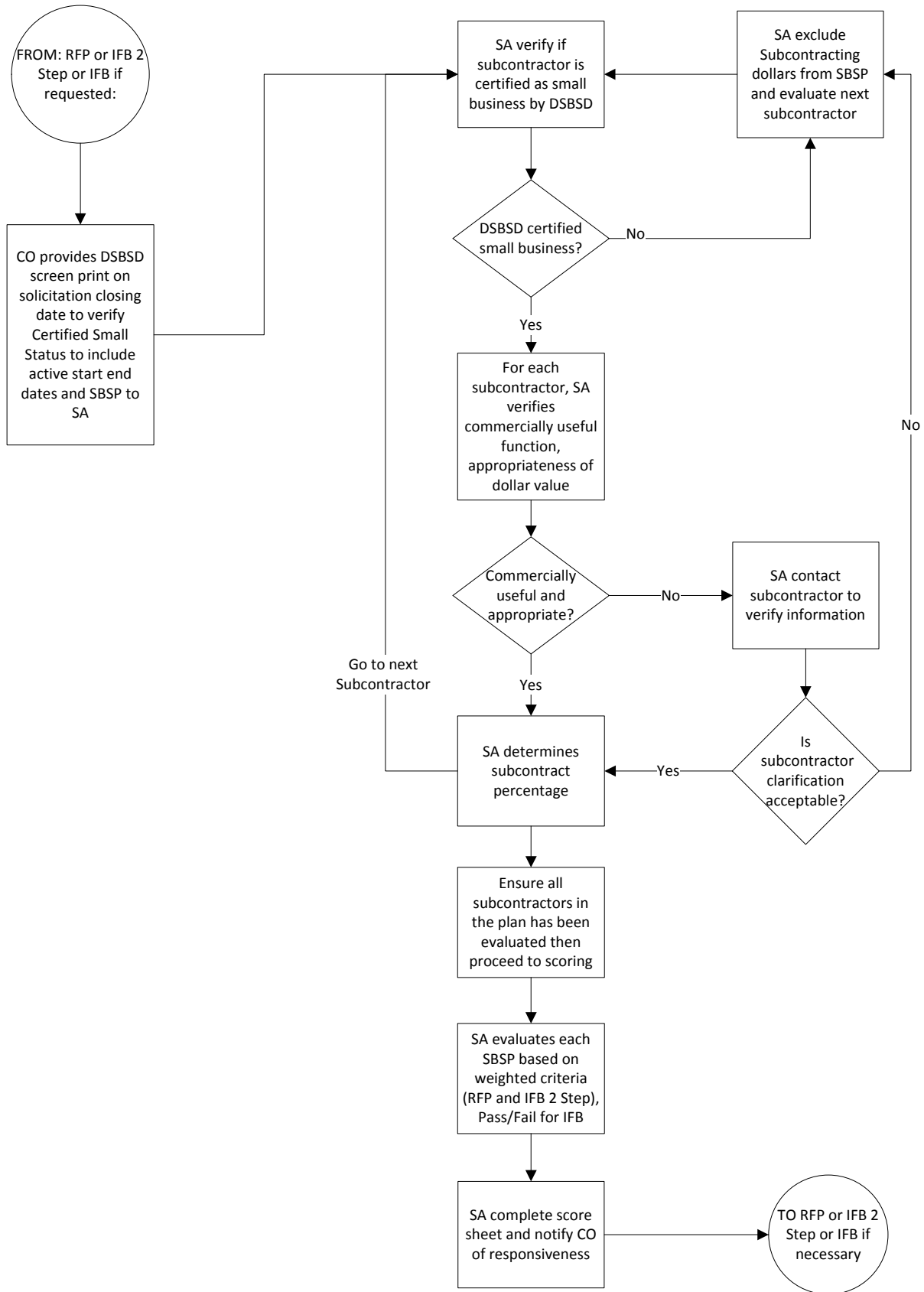
☐ I verify that a mistake was made attributable to errors in judgment. I understand that such mistakes may not be waived or withdrawn.

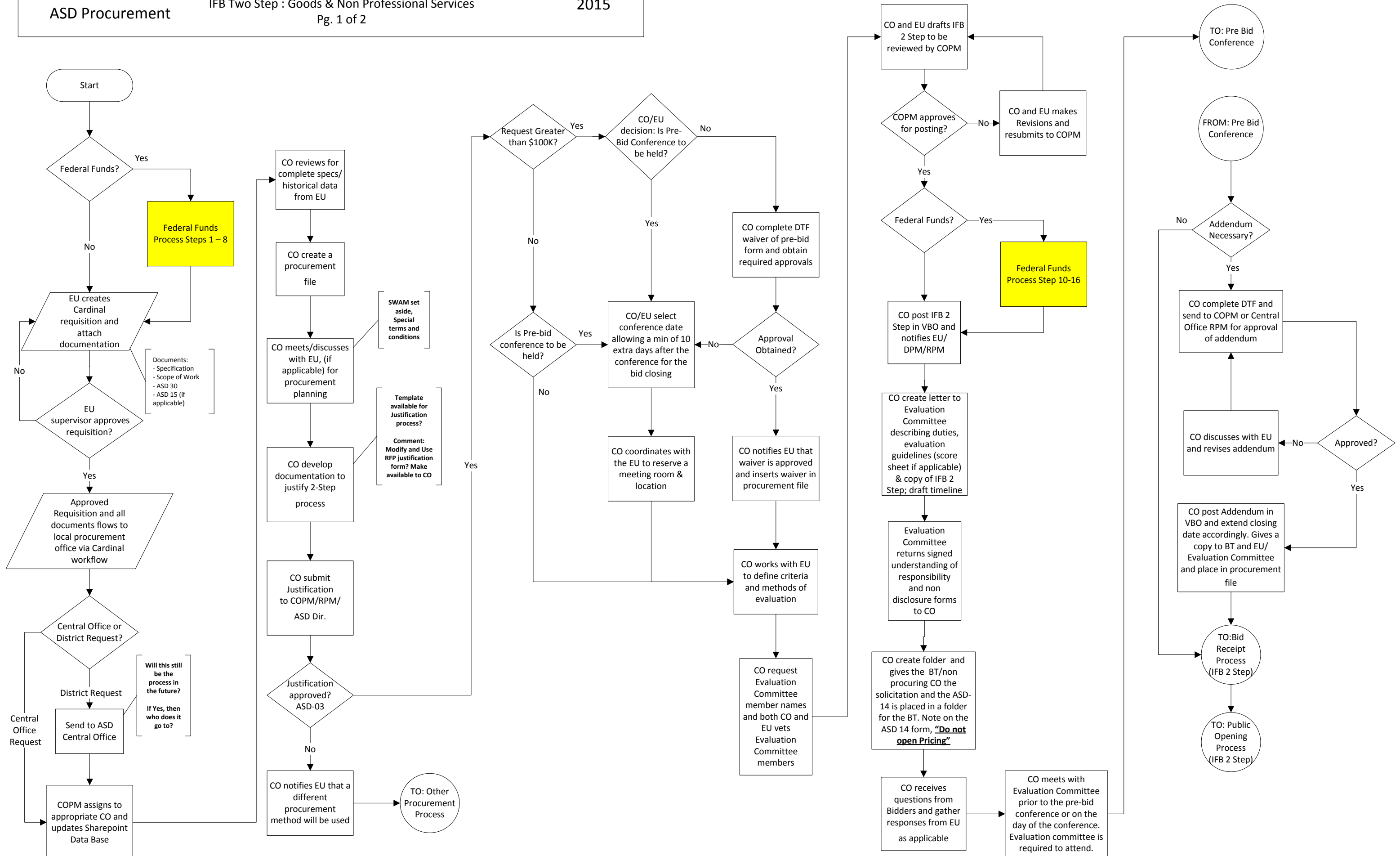
Signature: _____ Print: _____

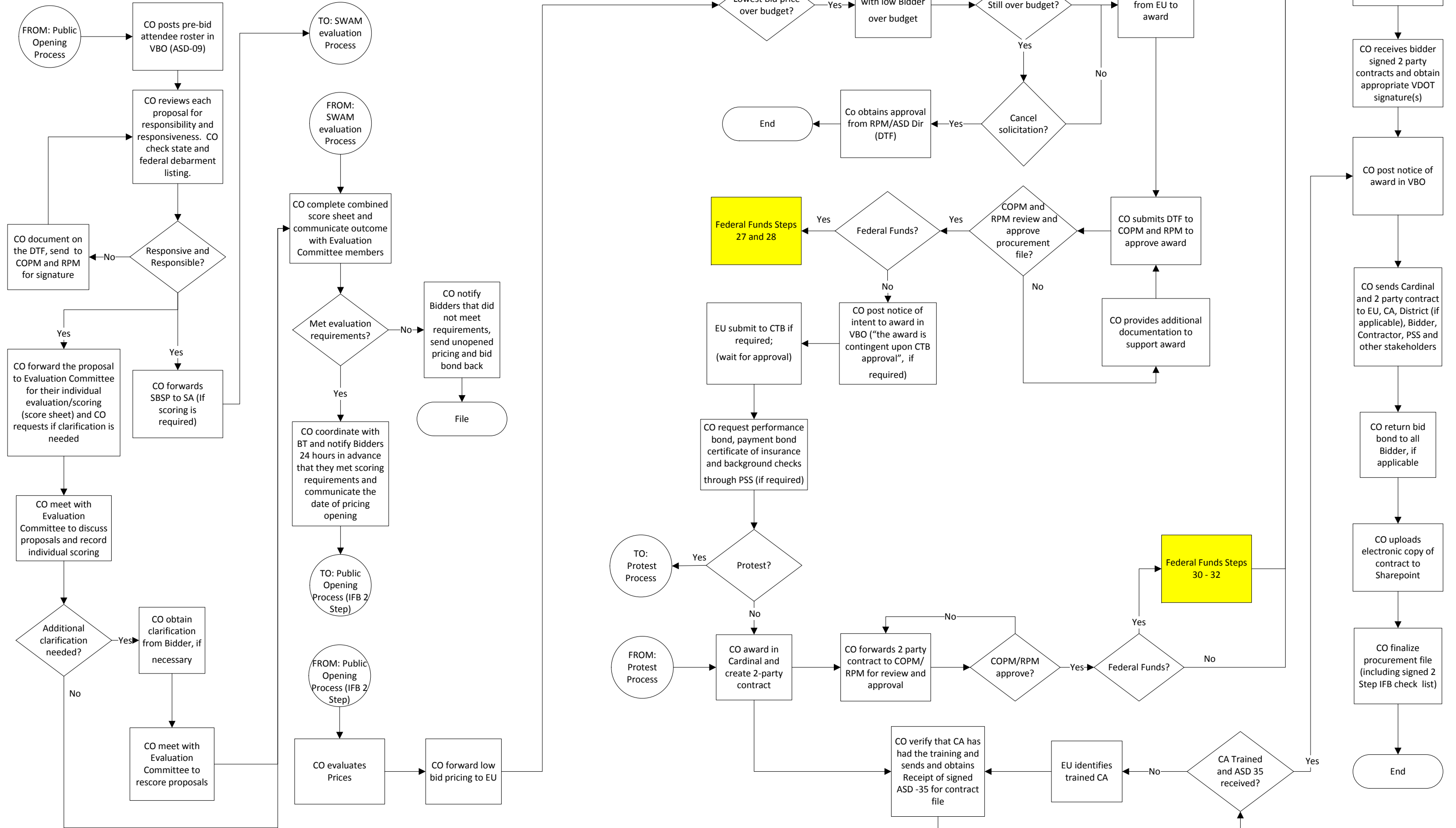
Title: _____ Phone: _____











Attachment 6G

PRE-BID OR PRE-PROPOSAL CONFERENCE CHECKLIST**Preparation:**

- _____ Reserve a meeting room suitable to accommodate the anticipated attendance. Be sure the site is accessible; if outside, specify an alternate date in the event of inclement weather.
- _____ Coordinate with the end user to determine who will speak as the technical advisor to the specifications. Contract officer will address all bidder's instructions, contractual terms and controls the conference.
- _____ Prepare an agenda and a sign-in sheet
- _____ Have extra copies of the solicitation and all attachments available (optional, as vendors are reminded in the solicitation to bring their copy)
- _____ Plan on arriving at the conference site at least an hour prior to the scheduled meeting time

Conduct at Conference:

- _____ If this is a mandatory conference and a cutoff time for late arrivals was stated in the solicitation, remind attendees, and enforce it.
- _____ Welcome participants, and introduce key people.
- _____ Require all present to sign the register and include their title or position and the firm or agency they represent.
- _____ Explain the purpose of the conference/site visit - how it is to be conducted, how any addenda are issued, if necessary, and whether attendance is mandatory or not, etc. Advise all participants if the conference is to be recorded, and request that they state their name and affiliation each time they ask a question or make a statement. Attendees are to be told that no changes resulting from the conference are official unless issued in writing in the form of an addendum.
- _____ The solicitation serves as the agenda for the conference. Review the solicitation on a page-by-page basis with emphasis on special conditions, specifications, attachments and site conditions that must be addressed in solicitation responses.

After the conference:

- _____ Review the transcript or recording to determine the need for issuing an addendum.
- _____ If an addendum is to be issued, prepare it as indicated in the example provided in Annex 6-F.

Attachment 6G

NOTE: The Contract Officer for the agency should:

- Control the conference/site visit;
- Consider all vendor comments;
- Encourage vendor participation; and
- Repeat all questions and answers to ensure that they are heard and understood; and

State personnel at the conference should not:

- Express opinions on the validity of the requirements;
- Tell vendors how to do their job;
- Discuss the pros and cons of vendor questions with other State personnel in front of the vendors
- Argue with vendors at the conference.

Attachment 6G

MEETING EXAMPLE

Contract Officer will lead the conference.

Welcome everyone

Introduce yourself and VDOT personnel – make sure and point out who will be the Contract Administrator

Ask attendees to introduce themselves

Pass around sign-in sheet

[state that]This will be a very informal meeting, if you have any questions please feel free to ask them as we go along; but [make sure to point out that] anything said today is just that ***said***. It does not imply any changes to the solicitation you have received. If there are to be any changes, they will be issued as an addendum to the solicitation.

I will now go over the bid package.

GO OVER BIDDERS SUBMISSION INSTRUCTIONS FIRST

You should point out that this is a sealed bid, so all bids must be submitted in a sealed package and should have the bid number, contract officer's name, the bidding company's name, solicitation title and closing date as well as the bid acceptance location

NEXT GO OVER THE SCOPE OF WORK OUTLINED

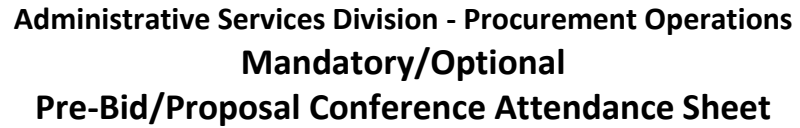
Make sure to go over the attachments - you might also mention any websites the bidders may need – examples are

([SCC website](#))

([DSBSD website](#))

Thank attendees for their attendance.

Adjourn



Date/Time: _____ (No one admitted after _____) at _____

Contract Officer: _____

***** Please Print*****

[illegible]

Letter Template to Return Bids or Proposals

Date

Vendor Name

Vendor Address

Vendor City, State Zip

Dear [Vendor Name]:

The Virginia Department of Transportation is in receipt of [Vendor Name] [bid/proposal] for [Solicitation ID# and Name] which closed on [Solicitation Closing Date].

In accordance with section [x, xx] of the [IFB/RFP/2-Step IFB #], [bidder/offeror] attendance at the [pre-bid/pre-proposal] conference is required in order to submit a [bid/proposal]. [Vendor Name] was not represented at the [pre-bid/pre-proposal] conference held on [Date of Conference].

Therefore, [Vendor Name] [bid/proposal] cannot be considered in response to [Solicitation ID# and Name]; and its unopened [bid/proposal] is enclosed.

Thank you for your interest in business opportunities with the Virginia Department of Transportation.

Sincerely,

Contract Officer



RECORD OF INVITATION FOR BIDS (IFBs)/REQUEST FOR PROPOSALS (RFPs) RECEIVED

Commodity Description: _____ IFB/RFP Number: _____

Closing Date: _____ Time: _____

Opening Date: _____ Time: _____

	Date Received	Company Name	Cardinal Vendor ID Number
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			

Total Number of Bids/Proposals Received: _____

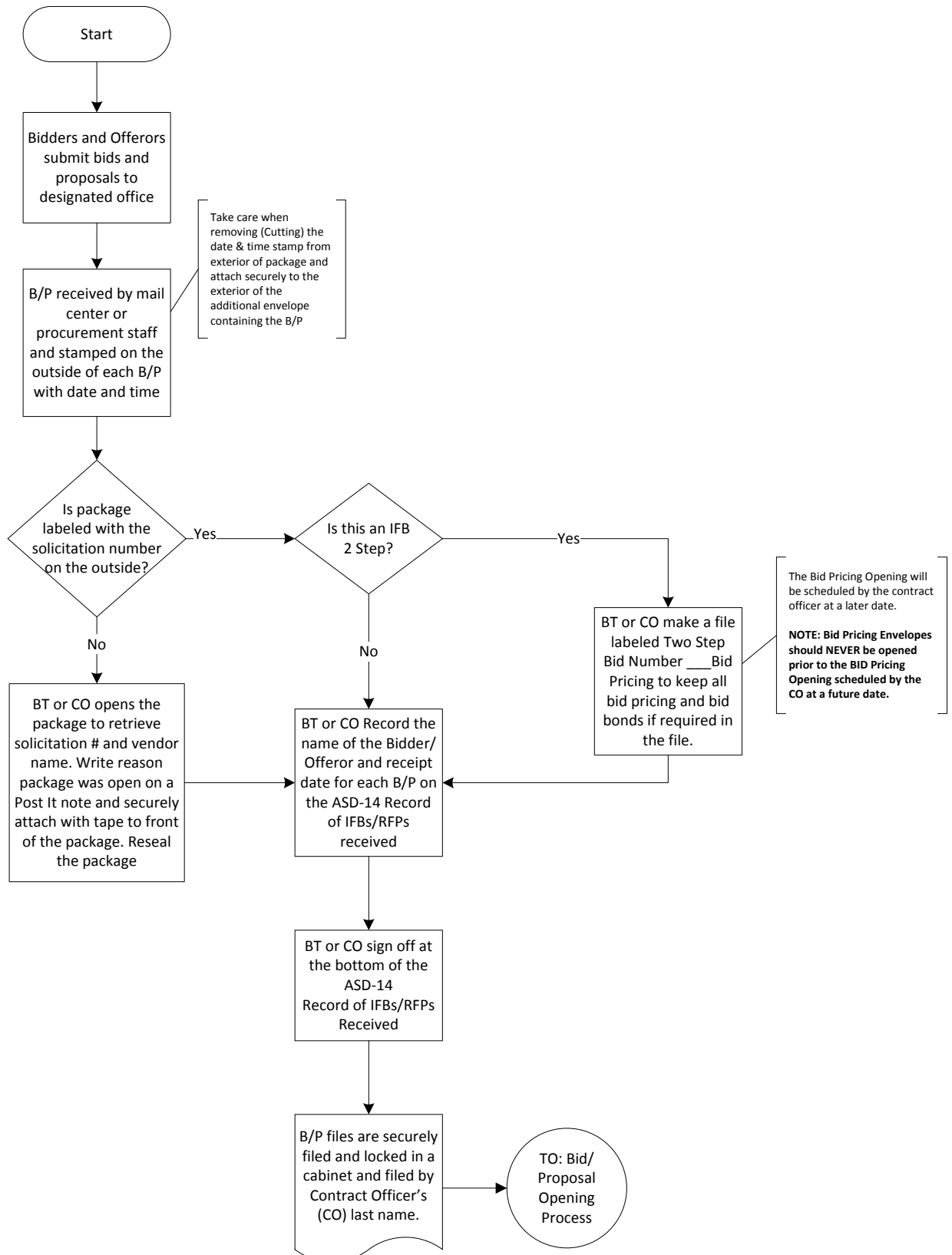
Read By: _____

Commodity Description: _____

OPENING DATE: _____ **TIME:** _____

[illegible]





BID/PROPOSAL RECEIPT AND PUBLIC OPENING PROCESS: (per APSPM 3.1e)

- Bids and proposals should be received at one central location.
- Bids and proposals are received and stamped on the outside of each bid/proposal. Occasionally, the original envelope/box with date and time stamp contains additional envelopes. Take care when removing (cutting) the date & time stamp from exterior of package and attach securely to the exterior of the additional envelope containing the bid/proposal.
- If a bid is received and opened by VDOT staff due to incorrect/insufficient labeling, attach and initial documentation to the bid explaining the reason that the bid was opened before the public opening.
- Record the name of bidder/offeror and receipt date for each bid/proposal on the ASD-14 Record of IFBs/RFPs Received.
- Receive bids and proposals until the due date and time specified in the IFB/RFP. When the receipt deadline has arrived, no further bids/proposals will be accepted.
- Prior to the public opening, verify that all bids/proposals received are from vendors who attended the mandatory pre-bid/pre-proposal conference, if applicable. The procuring Contract Officer (CO) must ensure that mandatory conference attendance lists are given to the person conducting the public opening to ensure those bids/proposals are not read at the public opening.

CONDUCTING THE PUBLIC OPENING

Invitation for Bid (IFB) - IFB files are securely filed and locked in a file cabinet and filed by Contract Officer's (CO) last name.

1. Take IFB file, bids, letter opener or utility knife*, and a pen to each bid opening.
2. Introduce yourself to attendees.
3. Distribute the ASD-04 Public Opening Log to be completed by each attendee and collected at the end of the bid opening meeting to be retained in the procurement file.
4. State the Opening Time and read IFB number and commodity description.
5. Give a brief overview of the bid opening. For example, "We received ___ number of bids for this solicitation. This IFB is being awarded by line. Therefore, I will read the Unit Price of each line." Or "...This IFB is being awarded by Grand Total. Therefore, I will read the Grand Total only."

Attachment 6M

6. Open each bid & read the bidder's name, the unit price (if awarded by line) and/or grand total ONLY. When a bidder requests unit prices be read, ask the person's name and make a note beside requestor's name/company name on the attendee sign-in sheet.
7. If IFB calls for a make & model or other information, such as start and end dates, the information should be read. **NOTE: Bidders should not be able to see anything you read.**
8. **IMPORTANT: No questions on other bid contents should be answered.**
9. The person conducting the meeting keeps control of the meeting at all times. After all bids are opened and pricing is read, state "This bid opening is now over. We need this room for another meeting. Please leave your visitors tag at the customer service desk. Thank you." Clear the room. There should be no loitering.
10. Keep each bid together with the envelope in which it was received with date & time stamp. Staple each bid to envelope (with date & time stamp). Make sure the envelopes are folded to enable placement in a letter-sized manila envelope.
11. Write the Cardinal Vendor ID number beside the name of each bidder on the ASD-14 Record of IFBs/RFPs Received. **NOTE: Bids and proposals should never be written on. Notations should be written on post-it notes.**
12. Sign off at the bottom of the ASD-14 Record of IFBs/RFPs Received.
13. Tabulate bids in Cardinal.
14. In Cardinal, run and print the Bid Tab report and/or the Event's Analyze Export file.
15. Proof and verify the bid tabulation/analysis report(s) and place on the top of the inside of the file.
16. Deliver the bid tabulation and all supporting documentation to CO.

Two-Step IFB – Two-Step IFB files are securely filed and locked in a file cabinet and filed by CO's last name.

1. Bidders are instructed on first page of the IFB "Sealed Technical Proposals, Price Envelopes and Bid Bonds in separately sealed envelopes as described herein..." When bids are received, prior to the opening, if a vendor failed to follow instructions and did not write the IFB number on the outside of the package, open the package to retrieve

Attachment 6M

IFB number and vendor name. Write the reason the IFB was opened on a Post It note and securely attach with tape to front of the package. Reseal the package.

2. If bidder failed to submit bid/proposal in two separate envelopes, and package is properly labeled [with vendor name and IFB number], do NOT open the package.

IMPORTANT: The date and time is stamped on the exterior of the package when received by mailroom staff. It is VERY important to take care when removing (cutting) the date & time stamp AND the bidder's name and address label from exterior of package and affixed securely to the exterior of the original technical proposal. If a technical proposal is not labeled "Original", securely affix the date and time stamp and bidder's name label to the front of one of the technical proposals.

3. Make a file labeled Two Step Bid Number ____ Bid Pricing, and keep all bid pricing and bid bonds, if required, in the file in a securely locked file cabinet until the Bid Pricing Opening to be scheduled by Contract Officer at a later date. ***NOTE: Bid Pricing Envelopes should NEVER be opened prior to the Bid Pricing Opening scheduled by CO at a future date.***
4. Pull and take all two step IFB file and packages to the bid opening a few minutes before the bid opening.
5. Ask attendees (if any) to sign the ASD-04 Public Bid Opening Log.
6. Technical proposals are opened as close to the Opening time as possible (10:30 am or 2:00 pm).
7. If attendees are present, begin the bid opening by stating "Good morning/afternoon. It is __ am/pm and Two Step IFB number (read commodity description) has begun. Bidder's name only will be read. Proposals will be given to contract officer. Bid pricing openings are scheduled at a later date by the CO."
8. Open one package at a time and take care not to damage the date & time stamp on exterior of package.
9. Remove technical proposal and read the bidder's name and announce that the Bid Pricing envelope [and Bid Bond, if required] is included.
NOTE: Bidders should not be able to see anything you read.
10. Open second package; repeat steps 8 – 9.
11. The person conducting the public opening keeps control of the meeting at all times. After all bids are read, state "This bid opening is now over. We need this room for

Attachment 6M

another meeting. Please leave your visitors tag at the customer service desk. Thank you.” Clear the room. There should be no loitering.

12. Place the ASD-04 Public Bid Opening Log and all technical proposals in the Two Step IFB file (unless they do not fit in the file).
13. Because this is a two-step bid opening, tabulation is done at a later date.
14. Return the Two Step IFB file and technical proposals to CO immediately after the bid opening.
15. CO notifies bidders via email whether or not their proposal is acceptable. Proposals deemed unacceptable are returned to bidder along with unopened bid pricing envelope.

Two Step IFB Pricing Opening

1. Pull the two step bid pricing IFB file a few minutes before the public opening.
2. Distribute the ASD-04 Public Opening Log to be completed by each attendee and collected at the end of the bid opening meeting to be retained in the procurement file.
3. If attendees are present, begin the bid pricing opening by stating “Good morning/afternoon. It is (state time) and IFB (state #) bid pricing is being opened. I will read the names of the bidders deemed acceptable and the prices.”
4. Open one package at a time and take care not to damage the date & time stamp [if package is stamped with a date & time stamp] on exterior of package.
5. Read the name of the bidder and bid price(s). ***NOTE: Attendees should not be allowed to see what you are reading.***
6. **IMPORTANT: No questions on other bid contents should be answered.**
7. The person conducting the meeting keeps control of the meeting at all times. When all bid pricing packages are opened and vendor names and pricing are read, state “This bid opening is now over. We need this room for another meeting. Please leave your Visitors tag at the customer service desk. Thank you.” Clear the room. There should be no loitering.
8. Tabulate bids in Cardinal.
9. Return the Two Step IFB Bid Pricing file containing the Bid Tab report and ASD-04 Public Opening Log to the CO.

Attachment 6M

Request for Proposal (RFP) - RFP files are securely filed and locked in a file cabinet (or an office with a lock) and filed by CO's last name.

Note: Public Openings are not conducted for RFPs.

1. Keep all proposals together and secure date & time stamp to original proposal.
2. Return the ASD-04 Public Opening Log and all proposals to CO.

***Use caution when using a utility knife. To avoid injury, slice the package/box open away from your body.**

Contract Reference Check Worksheet

Cardinal Event Number:		Contract Description:	
Bidder/Offeror Name:			
Person Contacted/Name of Company:			
Phone Number:		Date of Reference Check:	
1. What is your relationship with the bidder/offeror?			
2. In what capacity have you worked with the bidder/offeror?			
3. How satisfied were you with the service provided?			
4. How responsive was the bidder/offeror in addressing and correcting problems (if applicable)?			
5. Can you describe the technical knowledge or expertise of the bidder/offeror?			
6. Was the project completed on schedule? Within budget?			
7. Did staff meet the expectations of the project?			
8. Would you renew the contract with this bidder/offeror?			
Additional Comments:			

Reference Check Completed by _____

SECTION 7

COMPETITIVE NEGOTIATION

- 7.1 General** – Generally, 120 days lead time is required for advertisement and award of request for proposal (RFP) for goods and services for non-transportation projects. This may vary depending on the complexity of the procurement.

RFP Checklist Form ASD-02 (See Attachment 7A) must be used to ensure statewide consistency from contract initiation through award.

- 7.2 Preparation, Issuance and Evaluation of RFPs** - All requisitions for RFPs will be approved in Cardinal and include ASD-30, approved ASD-15, and statement of needs. Each requisition will be routed in Cardinal to the appropriate ASD Procurement Office and assigned to a Contract Officer for procurement.

For additional guidance in completing complex and non-routine procurements, please refer to Attachment 4F for *Guidance in Procurement Planning for Complex, Non-routine Contracts*.

Contract Officer will send request for advertisement in newspaper(s) to Communications Division. The request must be sent timely to ensure advertisement prior to pre-proposal conference, if applicable.

Evaluation criteria weights will be posted in eVA within 1-3 days of RFP closing date.

When evaluating proposals, Contract Officer will ensure DSBSD certification is valid prior to sending the proposal packages to the evaluation committee or SWaM Advocate. See detailed SWaM Evaluation Process in Attachment 6E.

See Attachment 7B for a detailed process on the RFP Competitive Negotiation Process.

- 7.3 Evaluation Committee Selection and Guidance** – The Contract Officer will request the names of the evaluation committee prior to issuance of the RFP. The end user will be required to provide name, title and a brief rationale of each evaluation committee member selected.

(a) Instructions to the Evaluation Committee must be prepared in memorandum form and include Understanding of Responsibility for RFP Form ASD-07 (See Attachment) 7C) and Non-Disclosure Statement for RFP Form ASD-51 (See Attachment 7D) signed by each committee member prior to beginning the evaluation process.

- (b) Evaluation Committee members shall not communicate with offerors. All contacts by offerors regarding the RFP must be referred to the Contract Officer.

- 7.4 Pre-proposal Conferences** – If a pre-proposal conference will be held, Contract Officers will use the information in Attachment 6G which includes detailed process map, checklist and meeting example to conduct conferences.

The Pre-bid/Pre-Proposal Conference Attendance Form ASD-09 (See Attachment 6H) will be posted on eVA for all procurements.

If attendance at the pre-proposal conference is mandatory, Contract Officers should use the letter template in Attachment 6I to return proposal(s) received from offeror(s) not in attendance.

- 7.5 Proposal Receipt, Opening and Tabulation Support** – Contract Officers provide a copy of all solicitations posted in eVA to the Bid Tabulator or Non-procuring Contract Officer to ensure proposal receipt and tabulation process is objective and is handled in accordance with procurement best practices. Attachment 6J Record of Bids/Proposals Received Form ASD-14 will be used to document proposals received. ASD does not conduct public openings for RFPs.

- 7.6 Reference Check** – Contract Officers will use Contract Reference Check Form ASD-12 (See Attachment 6N) to document reference checks.

- 7.7 Standard Contract** – The standard two-party contract in the *APSPM*, Annex 7-D, shall be used with RFP's. See Attachment 7E.



VDOT PROCUREMENT CHECKLIST – REQUEST FOR PROPOSAL (RFP)

Instructions:

This form is to be completed by the Contract Officer and retained in the Contract File

Place a ✓ beside each task as completed and add other data requested.

For tasks that are Not Applicable (NA), please use NA on the line associated with that task.

Contract Officer is to sign and date completed form.

Contract Officer's Name

Division/District

Requisitioning Unit

Project Description

Contact Name

Requisition # or Purchase Order #

RFP Contract #

Evaluation Team Members

Name	E-Mail Address	Telephone Number
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Chairperson:

<hr/>	<hr/>	<hr/>
-------	-------	-------

Request

- ☐ Include transmittal of Procurement Request from End User or e-mail Notification from Procurement Manager
- ☐ Include Cost Analysis (if applicable)
- ☐ Include Make or Buy Analysis (if applicable)

Proposal Preparation

- ☐ Initial specifications/scope of work/statement of work/statement of needs/project background info received from end user on (date)

- ☐ Final specifications/scope of work/statement of work/statement of needs/project background info received from end user on (date)

VDOT PROCUREMENT CHECKLIST – REQUEST FOR PROPOSAL

<p>_____ Determine if the procurement is a set-aside</p> <p>_____ <input type="checkbox"/> If yes, include set-aside language on the face of the proposal</p> <p>_____ <input type="checkbox"/> If yes, confirm that the set-aside clause is included in the General Terms & Conditions</p> <p>_____ Include latest version of General Terms & Conditions</p> <p>_____ Review, determine and develop the Special Terms & Conditions required</p> <p>_____ Are Federal Funds being used in project _____ Yes _____ No</p> <p>_____ If yes, include appropriate Federal forms _____</p> <p>_____ _____ If yes, receive approval of solicitation in writing from Federal Highway (FHWA) prior to issuance.</p> <p>_____ Include Evaluation Criteria</p> <p>_____ Include special eVA terms (including the term that specifies the number purchase orders anticipated to be issued during contract term)</p> <p>_____ Include Small Business Subcontractor Plan (if procurement is over \$100,000 and NOT a set aside for DSBSD Certified Small Businesses)</p> <p>_____ If no Small Business Subcontracting opportunities exist, include written determination supported by factual evidence explaining in sufficient detail why no subcontracting opportunities exist signed by Director of Administrative Services Division</p> <p>_____ Include “Award to Other Than Lowest Offeror” clause (if procurement is over \$50,000 and is not a set a-side procurement)</p> <p>_____ Include “Renewal” clause (if needed)</p> <p>_____ Include additional/specialized Insurance Clause (if needed)</p> <p>_____ Include Vendor Data Sheet or Qualification Questionnaire (if required)</p> <p>_____ Include reference requests (if required)</p> <p>_____ Include shop drawings (if needed)</p> <p>_____ Document Procurement Manager “sign-off” on final RFP solicitation prior to issuance</p> <p>_____</p> <p>_____</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
---	---

Proposal Distribution

DSBSD Certified Small Business (Small, Woman-Owned and Minority-Owned businesses)

Were any DSBSD certified small businesses (SWaMs) included on the Requisition from End User?	<input type="checkbox"/> Y <input type="checkbox"/> N
Contract Officer searched eVA website for DSBSD certified small businesses (SWaMs)	<input type="checkbox"/> Y <input type="checkbox"/> N
Contract Officer searched DSBSD website for DSBSD certified small businesses (SWaMs)	<input type="checkbox"/> Y <input type="checkbox"/> N
Contract Officer searched other sources for DSBSD certified small businesses (SWaMs) (note source used)	<input type="checkbox"/> Y <input type="checkbox"/> N

_____ Include complete list of DSBSD certified small businesses (SWaMs) solicited. Document SWaM status of each SWaM

_____ Include vendor’s solicited list provided from End User

_____ Include documentation if the correct number of DSBSD certified small businesses (SWaMs) were **NOT** included in the initial mailing list

_____ Post solicitation (specify date posted):

_____ eVA posted on _____

_____ Bid Board posted on _____

_____ Include copy of VBO Solicitation Print View

_____ Include notification email from eVA that the RFP was emailed to registered vendors

_____ Contact Public Affairs/Communications (VDOT Ads) to place RFP notification advertisement in the appropriate newspaper (date) _____

_____ Include copy of newspaper advertisement(s)

Pre-Proposal Conferences

☐ Mandatory or ☐ Optional

Pre-proposal date and _____ where

Admittance deadline for vendors if Mandatory pre-proposal conference _____

Include waiver from Regional Procurement Manager if not holding a pre-proposal conference and procurement is over \$100,000

Date of site visit (if required and separate of pre-proposal conference) _____ Include attendance roster signed by attendees.

Date roster posted in eVA _____

Include copy of questions, answers, and clarifications from pre-proposal conference (if held)

Include necessary addendums as a result of pre-proposal conference

Post evaluation criteria weights on Public Board and eVA no less than 24 hours prior to close date and time

Proposal Receipt

Proposals received by Bid Tabulation Section

Proposal tabulation and package given to Contract Officer on _____

Proposal tabulation matches proposals delivered by Designee

Include proposal tabulation form

List of proposals returned

Check state and federal (if applicable) debarment and suspension list for prime and subcontractors. Print documentation from the [System for Award Management](#) and include in procurement file.

Proposal Evaluation

Prepare written instructions for the evaluation team

Provide instructions and copies of each proposal to each evaluation team member

Include signed RFP Evaluation Committee Non-Disclosure Statement and Understanding of Responsibility from each evaluation team member

Include completed evaluation forms from each team member on each proposal

Date of Evaluation Committee Meetings _____

Include consensus evaluation form

Select at least two offerors to enter into negotiations with

☐ If a written determination is prepared documenting that only one offeror is fully qualified, or one offeror is clearly more qualified and suitable than the others under consideration, negotiate & award to that offeror

☐ Include Regional Procurement Manager's written approval of the decision

Conduct negotiations with selected offerors

Include documentation on any negotiated modifications

Select offeror with best proposal to award

Contract awarded to other than highest ranked offeror ☐ Yes ☐ No

If yes, include written approval from ASD Director

Include written narrative summarizing rationale for overall ratings developed for each proposal received.

If federally funded, validate with the [System for Award Management](#) for debarment or

suspension. Print findings and include in procurement file.

_____ Contract Officer prepares Notice of Intent to Award and posts for 10 calendar days (date).

_____ Contract Officer provides contractor information to Personnel Security Section (if applicable)

_____ Contract Officer requests insurance documents from selected offeror

Date requested _____

Date received _____

_____ Contract Officer requests Bonds (if

necessary) Date requested _____

Date received _____

_____ Contract Officer requests other needed documents (certificates

or licenses) Date requested _____

Date received _____

Obtain necessary approval if award exceeds Contract Officer's delegated procurement authority

Contract Administration

_____ Contract Officer validates that Contract Administrator has attended Contract Administration Class

_____ Contract Officer prepares and forwards Contract Administration Designation Letter

_____ Contract Officer received signed copy of above letter from designated Contract Administrator

Award Document

_____ Contract Officer prepares Award Document Contract # _____ or PO # _____

_____ If Award Document is a contract, copies of Award Document sent to field and designated Contract Administrator

_____ Include copy of the Contract Award package; a copy of the Notice of Award document, original

_____ RFP, copy of signed proposal from contractor, copy of insurance certificate, Cardinal print out, and a copy of the Contract Administrator Designation Letter

Post Award Documentation

_____ Award posted on eVA

_____ Include all unsuccessful proposals received

_____ Contract Officer makes copies of contract for ASD Contract file

_____ Forward contract file to Contract Administrator

Contract Officer: _____

Date: _____

(This form is to be completed by the Contract Officer and retained in the Contract File)

Comments

Section A

RFP PREPARATION

_____ **Previous contract with prices** if there is a copy of the previous awarded solicitation for this service. *(This is the bottom Tab and the first to go in the folder)*

_____ **Request for Requirements** (copy of approved Cardinal requisition, approved ASD-15, ASD-30, any VITA or FHWA approvals)

_____ **Written determination** (provide justification of determination for competitive negotiation)

_____ **Specifications/Statement of Needs review** (specs provided by and worked on with end user)

_____ **Original working papers** (draft of solicitation with any applicable terms and conditions, set-asides, comments from end user, reference request, Vendor Data Sheet, drawings and etc.)

_____ **Final Solicitation Approval** (signed ASD-03 form by Procurement Manager)

_____ **Solicitation review check list** (copy of steps followed and information required for solicitation)

_____ **Other** _____

_____ **Other** _____



Section A

(Continued)

RFP PREPARATION, ISSUANCE AND ADDENDUMS

_____ **Weights to be assigned to evaluation criteria** (copy of criteria posted within 1-3 days of RFP closing date)

_____ **Evaluation panel assigned** (copy of written notification of panel members' assignment and responsibilities; statement why each member was selected)

_____ **VBO/newspaper advertising/posting notice** (copy of eVA/VBO posting and/or newspaper posting)

_____ **Offeror mailing list** (copy of eVA/DSBSD SWaM website searches, electronic mailing list from eVA, notification of eVA registered vendors emailed and list of vendors that solicitation was mailed with mail date)

_____ **Pre-Proposal conference** (waiver for ASD Director/Designee if not holding a pre-proposal conference over \$100,000, copy of attendees list, and any notes taken during conference)

_____ **Final RFP Document posted** (including appendices and attachments)

_____ **Addendum(s) to solicitation** (copy to show any changes made since original solicitation posting, copy of addendum VBO posting with post date, copy of vendors notified)

_____ **Other** _____

_____ **Other** _____

Section B

PROPOSAL EVALUATION AND NEGOTIATIONS

- _____ **List of Proposals Received** (from Bid Tab)
- _____ **Reference Documents** (if checked)
- _____ **SWAM Evaluation and Scoring**
- _____ **Price Scoring**
- _____ **1st Individual Initial Evaluation Score Sheets/Consensus Score Sheet**
- _____ **Clarification Questions**
- _____ **Oral Presentation** (if held)
- _____ **2nd Scoring/Consensus Score Sheet/Shortlisting Decision**
- _____ **Negotiations** - (negotiations conducted including questions and answers)
- _____ **3rd Scoring/Final Consensus Scoring/Award Determination**
- _____ **Narrative Summary of Ratings**
- _____ **Miscellaneous**, such as Determination of non-responsibility, Price reasonableness determination, Other pre-award correspondence
- _____ **Unsuccessful proposals** (copy of each unsuccessful proposal to be included or note location of documents)
- _____ **FHWA Approval** if Federal Funds are used
- _____ **Procurement File ready for inspection by Offerors** (Confidential/Proprietary information removed, signed ASD-03).
- _____ **Final Approval to post Notice of Intent to Award** – Signed ASD-03 form
- _____ **Notice of Intent to Award** – (Copy of NOIA VBO posting)
- _____ **Notice of Award** – (Copy of NOA VBO posting and print out showing posting date)

Section C

MISCELLANEOUS

_____ **Blank solicitation** (provide 1 copy of original solicitation)

_____ **Addendum Copies** (provide 1 copy of each addendum issued before award)

_____ **Other** _____

Section A

CONTRACT AWARD, MODIFICATIONS AND RENEWALS

_____ **Contract administration (CA)**, to include:

- **Notification to contract users** (provide a copy to end user and assigned CA)
- **Assignment of post award contract administrator and responsibilities (ASD-35).**
(copy of signed letter received back from CA acknowledging receipt and understanding of duties) *(This is the bottom Tab and the first to go in the folder)*

_____ **Contract distribution list** (copy of list of those provided copies of the awarded contract)

_____ **Bonds** (copy of performance and/or bid bonds, if required)

_____ **Background checks**, if required

_____ **Insurance Documents/Certificates & Licenses** - copy of required insurance certificate with Commonwealth named as additional insured and so endorsed to the policy or policies, and any other certificate & licenses copies.

_____ **Contract award document**, to include:

Signed COV Standard Contract form, original signed Notice of Award VBO posting,
Cardinal Contract Print-out document and/or Purchase Order)

- Contractor's original proposal and any addendum(s)
- Agency's and contractor's negotiated changes to proposal

_____ **Contract Modifications/Renewals** *(This should be the top Tab and last to go into the folder)*

_____ **Other** _____

_____ **Other** _____

Section B

POST AWARD DOCUMENTATION

_____ **Post award correspondence** (copies of any vendor/contractor or end user correspondence after award)

_____ **Volume/Usage reports** (such as copies of any SWAM figures or purchases made against contract)

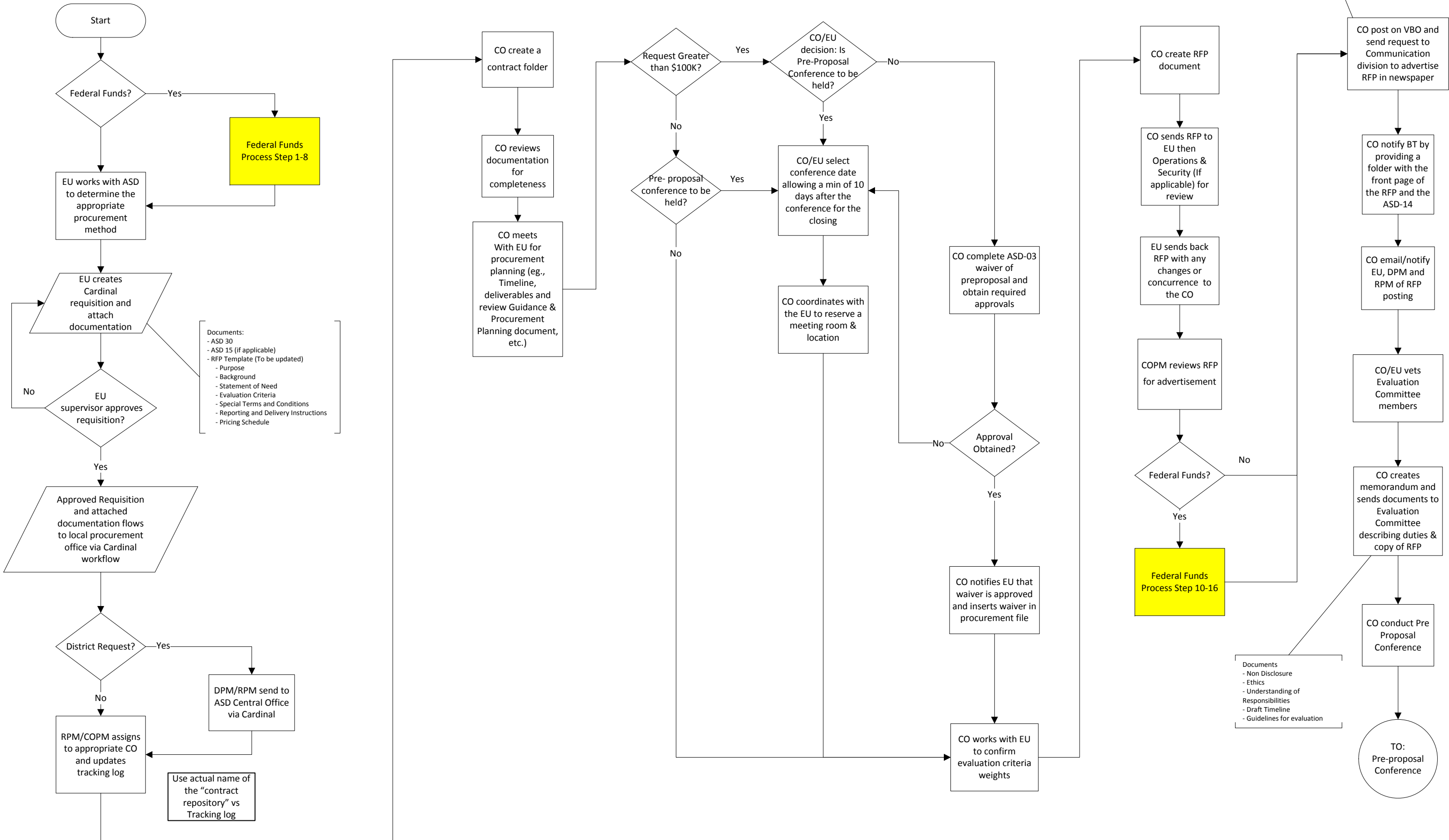
_____ **Pre-contract renewal market research** (copy of any PPI, CPI documentation obtained from web or market changes determined for justification)

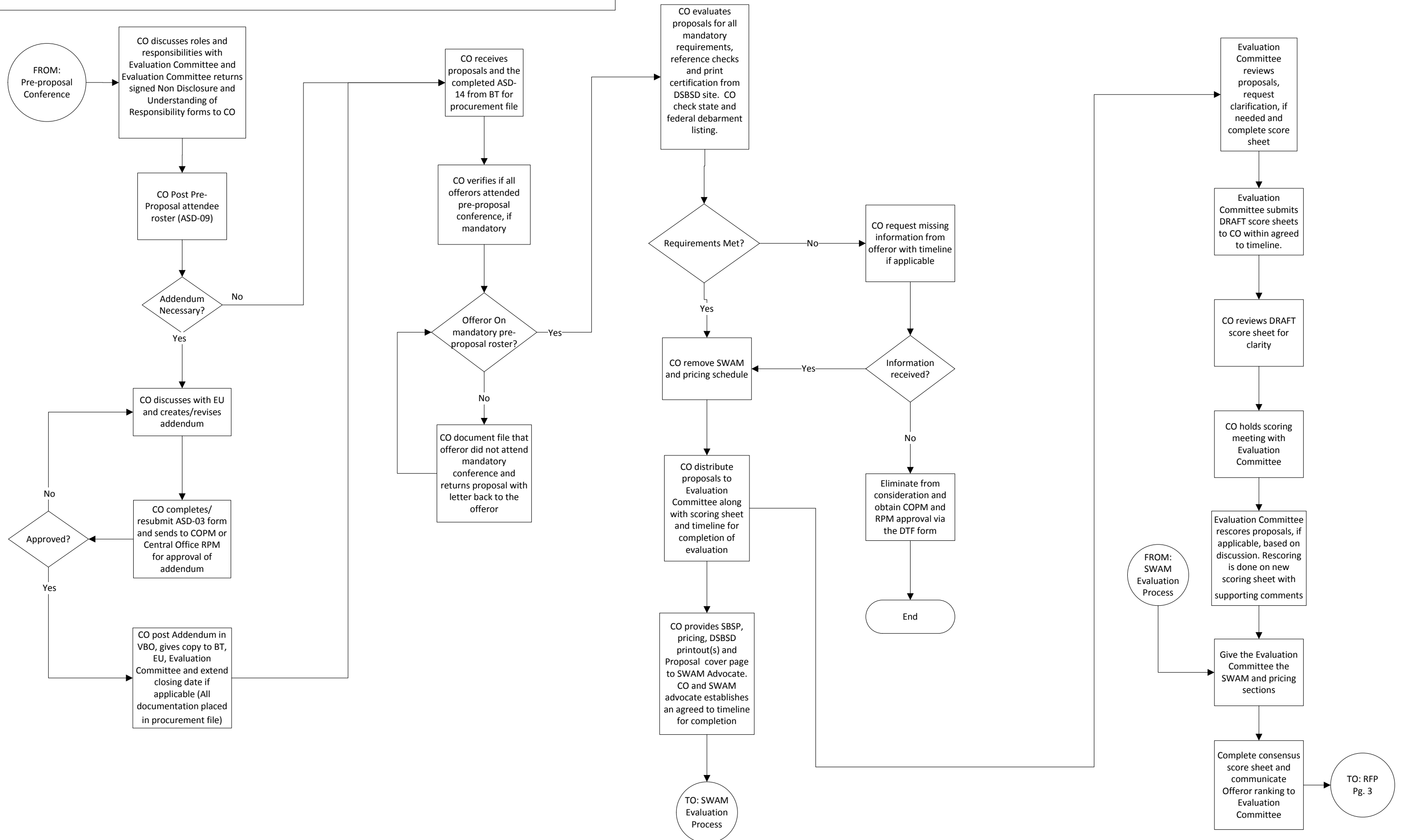
_____ **Contract performance evaluation** (copy of the ASD 36 form that CA completes and submits as required)

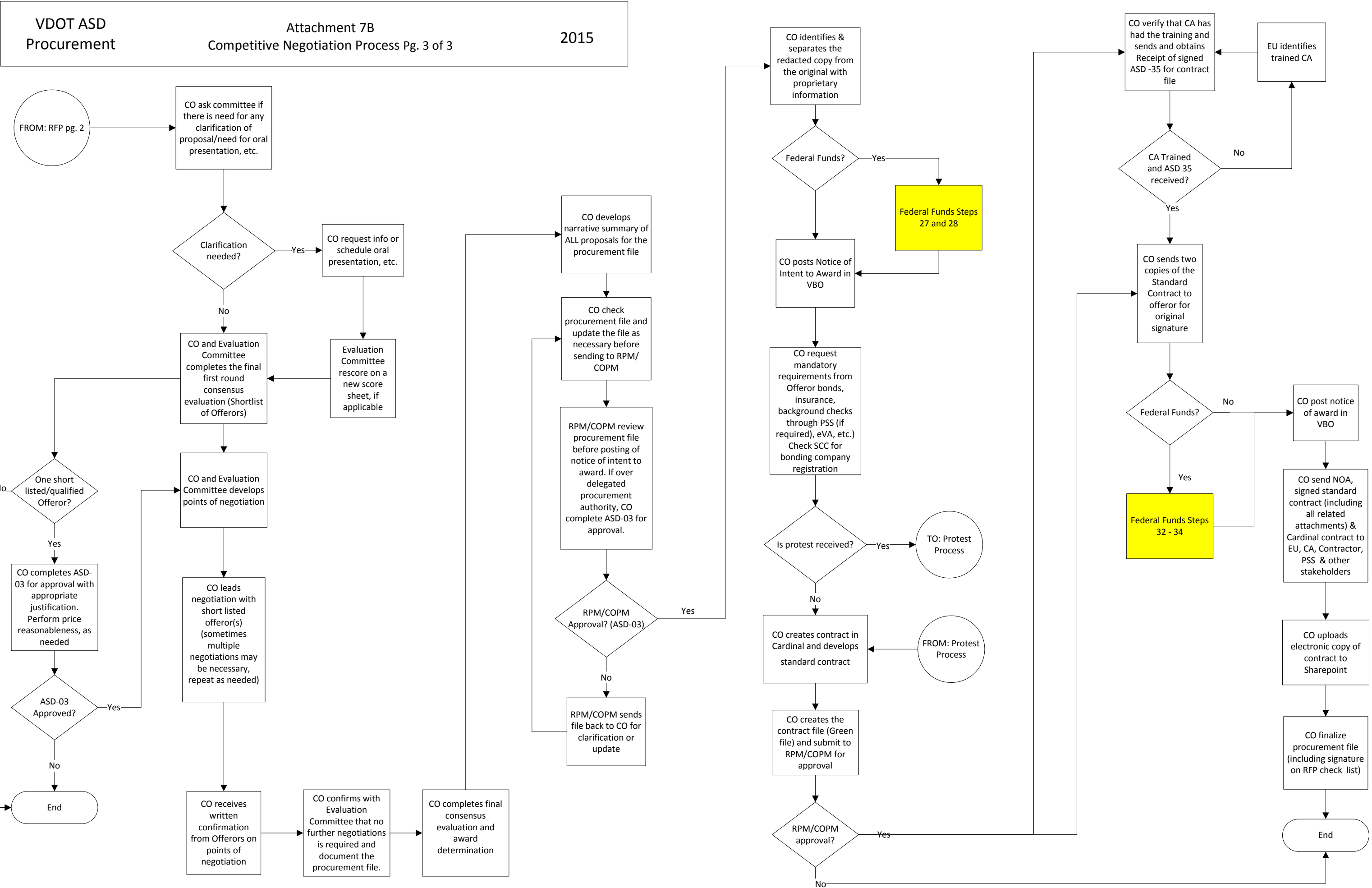
_____ **Compliance Issues & Vendor complaint forms and responses** (copy of any complaint or performance issues and responses)

_____ **Other** _____

_____ **Other** _____







[Month Day, Year]

UNDERSTANDING OF RESPONSIBILITY

REQUEST FOR PROPOSALS #XXX-XXX

[RFP TITLE]

I have acquainted myself with the provisions of law identified in Article 6 of the Virginia Public Procurement Act (§ 2.2-4367 through § 2.2-4377 Code of Virginia).

I agree to conduct myself in accordance with these provisions of law and with the instructions of the Contract Officer in evaluating Request for Proposals #XXX-XX.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Entity: _____

Phone: _____ Fax: _____

NON-DISCLOSURE STATEMENT**REQUEST FOR PROPOSAL # XXX-XX****[RFP TITLE]**

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 **“any actual”** or the **“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 of Chapter 43 of Title 2.2 of the Code of Virginia (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**. An immediate family member is defined as a spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee (*See Code of Virginia, § 2.2-4368*).
- B. I certify that neither I, nor any member of my immediate family, 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 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 but is not limited to 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 respond to the **RFP**.

NOTE: Exceptions to D. must be approved by the Director of Administrative Services initiating the procurement action. Such approval could include acceptance of a meal which is widely offered to

many individuals inside and outside the agency (i.e. provided on-site at a conference or event 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 Contract Officer or 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 Contract Officer. I agree to not 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 Contract Officer or 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.

I further agree to abide by all the policies/procedures contained in this document relative to this procurement as well as any other instructions and directions issued by Contract Officer.

September 17, 2013

Signature

Printed Name

Title

Date

Annex 7-D

**COMMONWEALTH OF VIRGINIA
STANDARD CONTRACT**

(for use with Competitively Negotiated contracts only)

Contract Number: _____

This contract entered into this ____ day of _____, 20____,
by _____ hereinafter called the "Contractor" and Commonwealth of
Virginia, _____ (Department, Agency, Division) called the "Purchasing
Agency."

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

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: From _____ through _____.

The contract documents shall consist of:

- (1) This signed form;
- (2) The following portions of the Request for Proposal dated _____:
 - (a) The Statement of Needs,
 - (b) The General Terms and Conditions,
 - (c) The Special Terms and Conditions together with any negotiated modifications of those Special Conditions;

Attachment _____, Date _____
Attachment _____, Date _____

- (3) The Contractor's Proposal dated _____ and the following negotiated modifications to the Proposal, all of which documents are incorporated herein.

The Contractor [is a certified small business] [agrees to subcontract ____% of the contract to DSBSD-certified small businesses].

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

CONTRACTOR:

PURCHASING AGENCY:

By: _____ By: _____

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.

SECTION 8

SOLE SOURCE PROCUREMENT

- 8.1 Request and Approval** – Sole source procurement is authorized when there is only one source practicably available for the goods or services required.

All District and Central Office sole source procurement requests must be submitted via an approved requisition in Cardinal with attached ASD-15 if applicable, scope of work, vendor letter, quote and the online Sole Source Procurement Approval Request Form (See Attachment 8A). Each requisition will be routed in Cardinal to the local ASD Procurement Office for assignment to a Contract Officer to complete the procurement. The assigned Contract Officer is responsible for reviewing and verifying the justification supporting the sole source request.

Sole source procurements up to \$50,000 require approval by the ASD Administrator.

Sole source procurements over \$50,000 require approval by the Chief of Administration and DGS.

See Attachment 8B for detailed Sole Source Process.

- 8.2 Free on Board (FOB) Asphalt** – This process is currently under review and evaluation. The current process and any future updates can be found at: [Procedures and Manuals](#).

Please contact the local ASD procurement office for guidance.

Current Process:

VDOT has sole source procurement approval to purchase FOB asphalt. Procurement will be completed by the local ASD Procurement Office.

Each Residency Business Office obtains price quotes to ensure pick up can be made from the supplier closest to the work site as follows:

FOB Plant Mix Asphalt – Send the FOB Plant Mix Asphalt Standard “Sole Source” contract Form ASD-20 (Attachment 8C) to each local supplier to obtain pricing.

Upon receipt of quotes, Residency business Office submits Cardinal requisition with Form ASD-30 and Form ASD-20 and signed Justification Form ASD-19 (Attachment 8D). These forms can be accessed in the ASD Corporate Documents Center at: [ASD Corporate Documents Center](#).

The requisition will be routed to the local ASD procurement office for processing and contract award.

- 8.3 Wetland and Stream Mitigation Credits** – VDOT has a five-year sole source approval to purchase credits where there is only one source. Environmental personnel in Districts or Central Office must submit a Cardinal requisition and attach supporting documentation from Regulatory In lieu fee and Bank Information Tracking System (RIBITS) to document the number of credit sources available. The local ASD Procurement Office will process accordingly by issuing an IFB (See Section 6) or awarding a Sole Source contract to purchase credits.

Attachment 8A

DGS 41-080
Annex 8-C

**Sole Source Procurement Approval Request
Non-Technology Goods and Services**

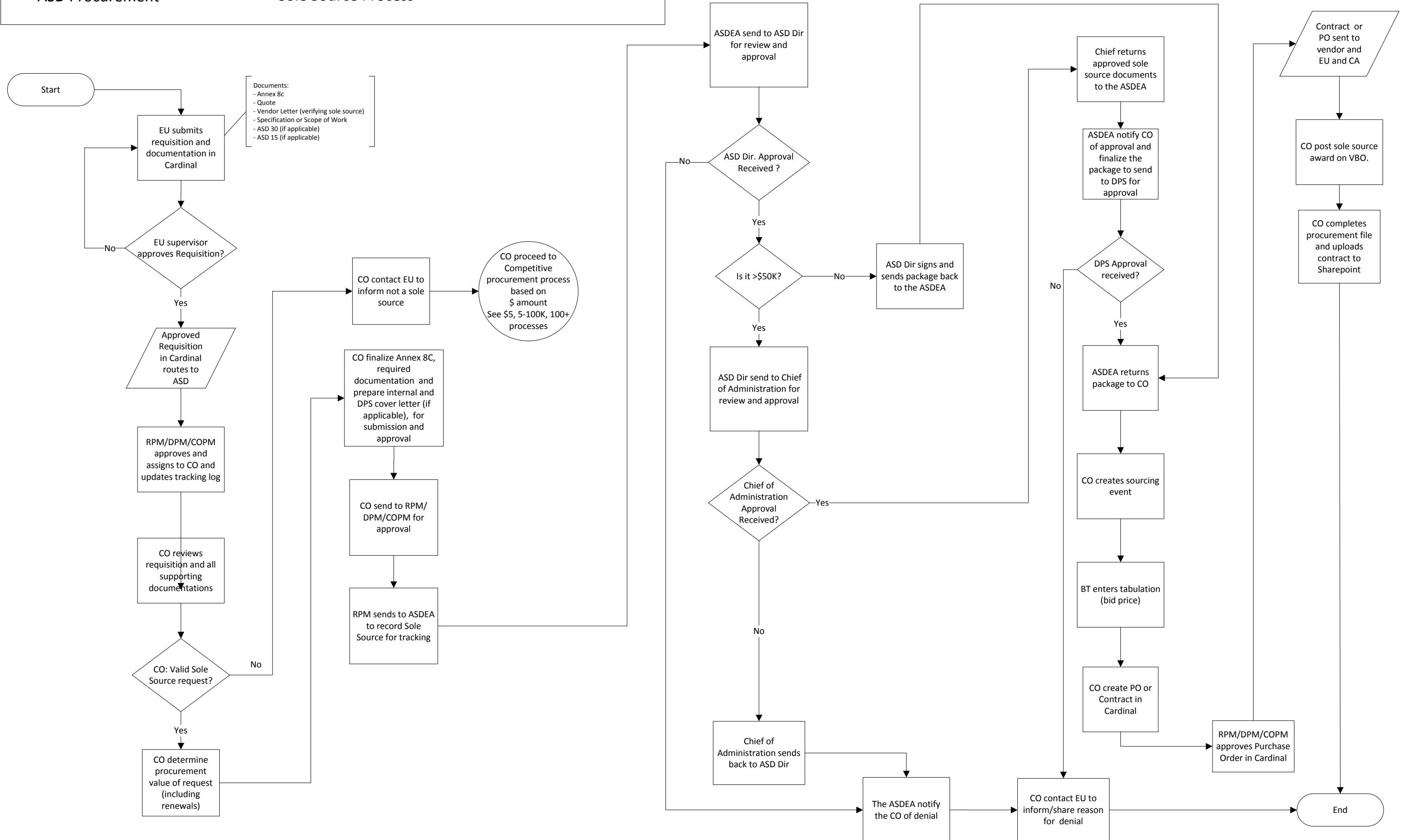
All request for approval must be submitted online using the eform available in eVA.

If you do not have access contact your account executive

PIM 98-033

(Rev.7/10)





FOB Plant Mix Asphalt**Standard Contract #** __________ **DISTRICT**

This contract entered into this _____ (date) _____, between _____, hereinafter called the "Contractor", and Commonwealth of Virginia, Virginia Department of Transportation, called "VDOT".

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

SCOPE OF CONTRACT: The Contractor shall provide goods to VDOT as set forth in the Contract Documents.

PERIOD OF PERFORMANCE: 12 month period beginning _____ thru _____. This contract is renewable (see Special Terms & Conditions #4 - Renewal of Contract).

The contract documents shall consist of:

- (1) This signed form;
- (2) Commonwealth (VDOT) Requirements, Special and General Terms and Conditions;
- (3) The Contractor's Price Quote dated _____, (attached);
- (4) Attachment A: Average Percent Asphalt in Mix by Type and Region;
- (5) Attachment B: State Corporation Commission Form

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

CONTRACTOR:

By: _____

Title: _____

Date: _____

Phone: _____

e-mail: _____

VDOT**Virginia Department of Transportation****(address)** _____

By: _____

Title: Procurement/Contract Officer

Date: _____

Phone: _____

e-mail: _____

I. **SCOPE OF SERVICES:**

The sole source agreement comprises of the provision of the hot asphalt mix loaded by the Contractor into VDOT operated trucks or hired trucks. The Contractor shall provide all labor, material, and equipment necessary to produce and load hot asphalt mix into VDOT operated equipment at the Contractor's facility/plant. Work sites will be various and based on on-going needs, as selected and determined by VDOT. Asphalt mixes provided by the Contractor shall be in accordance to VDOT asphalt specifications and as referenced and contained herein. VDOT reserves the right to purchase hot asphalt mix from any other provider when deemed to be in the best interest of the Commonwealth.

II. **REQUIREMENTS:**

1.0 Materials: Materials supplied shall conform to the most current issue of VDOT's Road and Bridge Specifications (Section 210 & 211, and any related special provisions contained therein).

2.0 Contractor's Facility:

Facility Location(s): _____

- A. Contractor's equipment shall be suitable for the production of asphalt mixes specified by VDOT, and suitable for dispensing hot asphalt mix into trucks.
- B. Asphalt will be picked up by VDOT vehicles at the Contractor's location as needed.

The Contractor's normal hours of operation are:

_____ AM to _____ PM, Monday through _____.

III. **PRICING:**

The contractor's price quoted base price per ton based on mix type as follows:

SM-9.5A	\$ _____	TON
SM-12.5A	\$ _____	TON
IM-19.0A	\$ _____	TON
BM-25.0	\$ _____	TON
SM-9.5D	\$ _____	TON
SM-12.5D	\$ _____	TON
IM-19.0D	\$ _____	TON
TACK – CRS 2	\$ _____	GALLON (Bulk)

*Base Index Price: _____

Note: The base index price shall be used as a component to calculate monthly price adjustments

*The base index price for the term of the contract shall be _____ base index price (short ton) published on VDOT's site: [Adjustment for Asphalt and Fuel Indices](#)

IV. PRICE ADJUSTMENTS

For the duration of the contract price adjustments will be applied each month. The adjustment may increase or decrease the bid price for each quote ton of asphalt mix. All price adjustments shall be based solely on the price changes calculated by the formula described herein. These adjustments will be determined by VDOT, using the Price Adjustment Indices for Asphalt published at the beginning of each month on the VDOT web site at: [Adjustment for Asphalt and Fuel Indices](#).

VDOT will adjust the price on the first business day of each month. In the event that there are open standing purchase orders or those with undelivered quantities, VDOT will:

1. Amend to reflect the newly adjusted price and continue usage
- OR
2. Cancel the remaining purchase order quantities and reissue new.

eVA fees will apply in all cases.

To establish the adjusted priced per FOB ton of asphalt, the asphalt price adjustment will be applied to the % liquid asphalt content in the mix and per region (attachment A) as shown below:

Equation: Adjusted Price Per Ton = Quoted based price + [(Average % in mix X (current Index \$ - Base Index \$))]

Example: Monthly Price Adjustment

FOB Asphalt quoted price per ton for SM 9.5 (5.7% Asphalt in Mix) in Lynchburg District = \$60/Ton on May 1, 2008. Per the Price Adjustment indices for Asphalt for May 2008 the Base Index was \$456.00 per short (imperial) ton.

June 2008 Base Index is \$597.50 per short ton

Adjustment Price = \$60 + [(5.7% X (\$597.50 - \$456.00))]

Adjusted Price = \$60.00 + \$8.06

Adjusted Price Per Ton for the second month is \$68.06.

V. INVOICING/PAYMENT:

Invoice may be submitted on the 1st and 15th of the month. Invoices shall contain tonnage provided within one specific month ONLY. Invoices shall include the contract number, itemized quantities, unit price and extended costs based on the contract pricing schedule. Payment will be made (in accordance with the Virginia Prompt Payment Act) within 30 days after receipt of invoice and verification of satisfactory goods received and/or completion of work, whichever is later. Invoices shall be submitted to the address listed below for all items completed within the designated billing period.

Submit invoices to:

Virginia Department of Transportation
ATTN:
(address)

GENERAL TERMS AND CONDITIONS:

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [Virginia's eProcurement Portal](#) under "Vendors Manual" on the vendors tab.
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation,. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract
- H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs:** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
- I. **CLARIFICATION OF TERMS:** If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. **To Subcontractors:**

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWaM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWaM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.
- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, *APPLICABLE LAWS AND COURTS*, *ANTI-DISCRIMINATION*, *ETHICS IN PUBLIC CONTRACTING*, *IMMIGRATION REFORM AND CONTROL ACT OF 1986*, *DEBARMENT STATUS*, *ANTITRUST*, *MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS*, *CLARIFICATION OF TERMS*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF (BIDDERS/OFFERORS):** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeree) to perform the services/furnish the goods and the (bidder/offeree) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeree's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeree's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeree) fails to satisfy the Commonwealth that such (bidder/offeree) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the 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.
- P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. **TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (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.

- S. **TRANSPORTATION AND PACKAGING:** By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
 2. Employer's Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia 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).
- U. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO ([Virginia's eProcurement Portal](#)) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, 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 eprocurement 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, 2014 and after, the Vendor Transaction Fee is:
- (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.

For orders issued prior to July 1, 2014 the vendor transaction fees can be found at [Virginia's eProcurement Portal](#).

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

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro business or small businesses this include DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business

certification. For purposes of award, bidders/offers shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids/proposals.

- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offers shall state bid/offer prices in US dollars.
- BB. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to the contract for (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
2. **AWARD TO MULTIPLE BIDDERS:** The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The awards will be made to the lowest responsive and responsible bidders meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
3. **CANCELLATION OF CONTRACT:** VDOT reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the Contractor. In the event the initial contract is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver any outstanding orders issued prior to the effective date of cancellation.
4. **eVA ORDERS AND CONTRACTS:** The solicitation/contract will result in multiple purchase order(s) with the applicable eVA transaction fee assessed for each order.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, failure to provide an electronic catalog (price list) or index page catalog for items awarded will be just cause for the Commonwealth to reject your bid/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.

5. **RENEWAL OF CONTRACT:** This contract may be renewed by the Commonwealth upon written agreement of both parties for two (2) successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
6. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the VDOT for the county(s) identified herein. The addition or deletion of authorized users not specifically named in the solicitation shall be made only by written contract modification issued by the contract officer upon mutual agreement of the contractor. Such modification shall name the specific county added or deleted and the effective date. The contractor shall not honor an order citing the resulting contract unless the ordering entity has been added by written contract modification.
The contractor shall extend any special VDOT discount price adjustments resulting from adding counties. However, any reduction in the number of counties receiving service/goods shall not result in VDOT being charged any more than the awarded bid price(s).
7. **TERM OF CONTRACT:** The initial term or period of the contract shall be for one year (12 month) period with the effective date to be determined at the time of award. This contract is renewable.
8. **TERMINATION OF CONTRACT:** If the Contractor fails to provide quality goods or services in a professional manner and in accordance with applicable laws, regulations or bid provisions, solely as determined by VDOT and, upon receipt of notice from VDOT does not correct the deficiency within a reasonable period of time (not to exceed seven (7) calendar days unless otherwise agreed so by VDOT), VDOT reserves the right to terminate the contract by giving written notice to the Contractor. Upon termination VDOT may procure the services from another contractor in accordance with the terms of Paragraph P, General Terms and Conditions.
9. **PROSECUTION OF WORK:** During the prosecution of work, the VDOT Representative will have the authority to suspend the work wholly or in part due to the failure of the Contractor to correct conditions unsafe for the workmen or the general public; for failure to carry out orders; for such periods, as he may deem necessary due to unsuitable weather; for conditions considered unsuitable for the prosecution of the work for any other conditions deemed to be in the public interest.
10. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. Factors that may contribute to the actual quantities, frequencies or service and/or level of include, but are not limited to: Executive Orders, Department directives affecting changes in funding allocated for the services described in this solicitation. The quantities are estimated only and VDOT does not guarantee that the contractor will perform the estimated quantities. At VDOT's sole direction, any or all of the quantities may be eliminated and by signed this bid/offer; the bidder/offeror agrees that no claims for contractor costs or damages will be allowed for a decrease or elimination of the estimated quantities.
11. **DAMAGE CLAIMS:** The Contractor shall be responsible for resolution of any and all claims. Claims made to VDOT as a result of this work will be referred to the Contractor for handling. Failure to properly respond to and resolve property claims constitutes unsatisfactory performance and may result in cancellation of the contract.
12. **VEHICLE DAMAGES:** Any damage caused by the Contractor to VDOT equipment resulting from the performance of this contract shall be repaired to the Commonwealth's satisfaction at the contractor's expense.

13. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.
14. **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.

ATTACHMENT A

Average Percent Asphalt in Mix by Type and Region

REGION (and District)	SM-9.5	SM-12.5	IM-19.0	BM-25.0
1. Bristol, Salem, Lynchburg	5.7	5.7	4.9	4.5
2. Richmond, Hampton, Fredericksburg	5.5	5.4	4.6	4.6
3. Culpeper, Staunton, NOVA	5.6	5.6	4.9	4.4

ATTACHMENT B

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

☐ is a corporation or other business entity with the following SCC identification number:
_____ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

JUSTIFICATION FOR SOLE SOURCE PURCHASES**COMMODITIES: F.O.B. ASPHALT****Administrative Services Division Procurement**

District/Residency: _____ Date: _____

Cardinal Requisition #: _____

Commodity: _____

The need for the purchase of this commodity under the above referenced Sole Source exemption is based on the following *(please place a check mark beside the pertaining statement(s))*:

☐ This is the only plant/supplier available to the service area(s)/work site(s).

☐ This is the only plant/supplier convenient to the service area(s)/work site(s). The term "convenient" in part is defined as the balancing of unit price with proximity of the supplier to the work, haul time, expense of transport, and maintenance of material for suitable utilization.

☐ Because of the need for several different mixes/aggregates and not all suppliers are convenient to all work areas, it is necessary to duplicate the order for this commodity with several convenient plants/suppliers in order to obtain the desired product with minimum delay when the need arises. The term "convenient" in part is defined as the balancing of unit price with proximity of the supplier to the work, haul time, expense of transport, and maintenance of material for suitable utilization.

Signature: _____ Date: _____
Residency Administrator or designee

Printed Name

SECTION 9

EMERGENCY PROCUREMENT

- 9.1 General** – Each local ASD Procurement Office is authorized to handle emergency procurements in accordance with the procedures in the *APSPM* and this manual.

The District Administrator or his designee must authorize emergency purchases for Districts only.

ASD Administrator is responsible for authorizing emergency purchases in the Central Office upon written request and justification from Central Office Division Administrators only.

- 9.2 Award of Emergency Procurements** – Emergency purchases may occur prior to submitting an approved requisition in Cardinal. As soon as practical, end user must submit an approved requisition in Cardinal with attached Emergency Procurement Determination and Award Form ASD -16 (See Attachment 9A) that will route to the local ASD procurement office.

Contract Officer will issue a PO through an emergency sourcing event to process the emergency purchase in Cardinal.

See detailed process for Emergency Procurement in Attachment 9B.

Virginia Department of Transportation
Emergency Procurement Determination & Award

Date: _____

The procurement of the following goods and/or services is deemed to be an occurrence of a serious and urgent nature that demands immediate action. Only goods and/or services that are needed to remedy the immediate emergency will be procured under this determination.

Description of Goods and/or Services: _____

1) The following describes the nature of this emergency and how this emergency purchase will protect personal safety, public safety and/or property (i.e. life, limb, property, or essential services):

2) The following is/are the reason(s) that the contractor/supplier was selected to provide these goods/services:

3) Price Reasonableness Determination:

4) Contractor/Vendor (name and address): _____

APPROVED: _____
Signature of Delegated Emergency Representative

DATE: _____

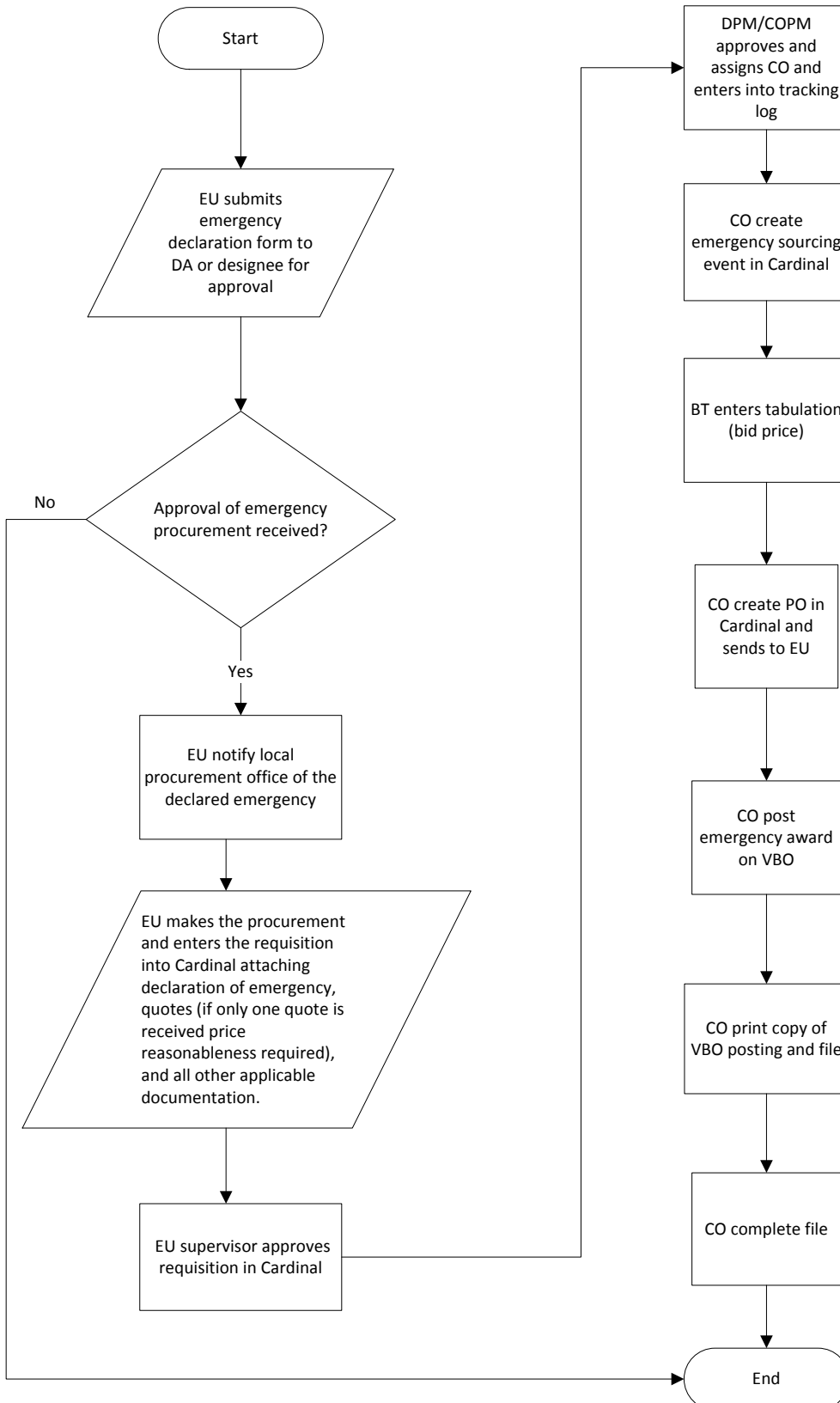
Printed Name

FOR ASD PROCUREMENT FILE:

Contract Officer: _____ Cardinal Purchase Order/Contract Number: _____

Date of Award: _____ Date Award Posted in eVA: _____

Records pertaining to this procurement will be available for inspection as of the award date.



SECTION 10

CONTRACT ADMINISTRATION

- 10.1 Contract Administrator Designation and Training**– A Contract Administrator (CA) shall be designated before a contract is awarded. Designated CA must have completed the Contract Administration Training provided through ASD within the preceding 2 years.

Registration for Contract Administration Training is through [VDOT University](#).

Contract Administration Training is required every two (2) years. A list of employees who have completed training can be found at this link: [Contract Administration Report](#).

- 10.2 Responsibilities of the Contract Administrator** – The primary responsibility of the CA is to direct the contractor and ensure contract requirements are met. CA will be issued a Contract Administration Designation Letter Form ASD-35 (Attachment 10A) outlining the details of their responsibilities. The CA and Supervisor must sign this letter and return it to the Contract Officer acknowledging understanding of the CA duties. Should a CA delegate any portion of their responsibility, they are responsible for ensuring that person has the information needed to perform those functions. The responsibility of contract administration remains with the individual identified in the designation letter.

(a) Planning - It is recommended that a start up meeting be held between VDOT personnel and the contractor at the beginning of a contract to review expectations.

(b) Task Orders - For contracts which require issuance of task orders, no authorization to work exists without a task order signed by the CA. The CA is the individual responsible for preparing and authorizing task orders based on the scope of work and requirements set forth in the contract. Generally, the CA creates a numbered task order and a scope of work. Some contracts are awarded to multiple vendors, in which case the CA must first determine the appropriate vendor to perform the task. The CA contacts the vendor and provides them with a scope of work. The vendor reviews the scope and returns it with detailed pricing indicating the cost elements necessary to complete the task. The price must match the original contract unit price costs and show a breakdown of all proposed charges including staff, materials, and expenses. The CA reviews the information and determines if all charges are acceptable and within their estimate. The CA should discuss and resolve items that appear excessive, unnecessary, or unclear.

A task order is then prepared by the CA, which must include, but is not limited to:

- A dollar cap for performing the task
- All expenses as defined in the contract
- A completion date
- A reference to *State Travel Guidelines* for expense caps
- Identification of individuals and job classifications assigned to tasks
- All contract bill rates
- Deliverables to be provided
- Payment procedures
- Invoicing location and contact person

Task orders with a dollar value over \$100,000 must be reviewed by the Contract Officer prior to issuance. This is not for approval of the work but a checkpoint for high dollar task orders.

All task orders must correspond to an approved purchase order in Cardinal referencing the task order number. Both the Cardinal purchase order and task order should be sent to the contractor as authorization.

(c) Task Order Changes - Only the CA is authorized to make changes to a task order. If necessary, the user will forward a request for a task order change to the CA indicating the reason for the change. Any change must be made within the scope of the original contract. Only the Contract Officer is authorized to make changes to the original contract. If there is doubt regarding changes, contact the Contract Officer for assistance. Any performance issues regarding the contract or associated purchase orders and task orders must be handled in coordination with the ASD Contract Officer for proper notification and resolution.

(d) Work Orders - A work order is a written authorization describing the detailed work to be performed under an established contract and must be associated with a Cardinal purchase order. Work orders are only required if specified in the contract. When possible, a single purchase order covering extended period of times should be created from the contract.

Work orders are typically used with requirement contracts (i.e. Equipment with Operator, Roadside services, Time & Material contracts), and should not be used for consultant contracts. Generally, a work order is used to convey to the contractor, the scope of work to be performed, completion date or estimated timeline, specific type of equipment to perform identified services in accordance with the scope of the contract, etc.

The Contract Administrator (CA) is the individual responsible for preparing and authorizing the work order based on the work and requirements set forth in the contract and the specific need of the local work unit.

A work order requires a timesheet to document the number of hours used if the unit of measure is an hourly rate. Otherwise, some form of documentation will be required to verify that services were completed per the requirements of the work order in order to approve payment to the contractor. In either instance signatures of those verifying the services must be documented.

(e) Work Order Changes - The Contract Administrator is the only authorized person to make changes to a work order. Any change must be made within the scope of the original contract. In addition, when individual purchase orders are issued, the purchase order must be modified to reflect the work order changes.

10.3 Contract Modification – Only the Contract Officer is authorized to make modifications to a contract. The CA may make recommendations for modifications to the Contract Officer. Any request for change affecting price, quality, quantity, delivery or cancellation requires a thorough written explanation.

Contractor Release from Contract Form ASD-05 (See Attachment 10B) may be required. This form should only be used for contracts awarded to multiple contractors.

Refer to Attachment 10C for the detailed Contract Modification process.

10.4 Contract Renewal - Requests to renew a contract shall be submitted by the CA to the Contract Officer at least 90 days prior to expiration of the contract or earlier if contract terms provide for extended notice periods. This request should be sent via email and must include:

- (a) an approved Procurement Approval Request Form ASD-15 if applicable
- (b) Contractor Performance/Renewal Recommendation Form ASD-36 (Attachment 10D)

Contract expenditures and contractor performance should be evaluated by CA at the end of the contract period prior to renewal. All price increases requested by the contractor, if provided for in the original contract, should be negotiated by the Contract Officer and not exceed the index amount referenced in the original contract.

For requirements contracts, it is a best practice that estimated quantities are reviewed to determine if contract should be renewed or re-advertised. If actual quantities exceed estimates by a significant percentage, then the contract should be re-advertised.

It is the responsibility of the Contract Officer to contact the contractor regarding renewals.

See detailed Contract Renewal Process in Attachment 10E.

- 10.5 Vendor Performance Complaint** – Contract Monitors may be assigned by the CA to review work completed and/or inspect goods received and provide confirmation of satisfactory completion and/or receipt to the CA. The CA is responsible to review vendor complaints submitted by Contract Monitors and end users prior to submitting to the Contract Officer. The CA may file a formal vendor complaint by submitting Vendor Complaint Form Annex 10H (Attachment 10F) to the Contract Officer. It is the Contract Officer's responsibility to review the complaint and forward to the contractor for response. All Vendor Complaint Forms shall be included in the procurement file.
- 10.6 Termination for Default** – Regional Procurement Manager and ASD Administrator must approve any default action. ASD will maintain a list of all vendors placed in default or declared non-responsible. The list can be found at: [Procedures and Manuals](#).

Attachment 10A

CONTRACT OFFICER/CONTRACT ADMINISTRATOR POST AWARD MEETING

Includes Designation Letter for Contract Administrator and Monitor

At award time of an ASD Contract and before the start of the Contract, the ASD Contract Officer will meet via phone or in person with the Designated Contract Administrator to review contract requirements and contract administrative duties. It is stressed that any other VDOT Representative that may be assigned duties from a contract should also attend the meeting.

The purpose is to assure that the Contractor's and VDOT's total performance is in accordance the terms and conditions of the contractual agreement and goods or services to be furnished, received, invoiced and paid as specified in the contract.

It is important to understand that an awarded contract is a legal document and must be abide by all parties involved with a contract. This includes the Contractor, any of the Contractor's personnel and subcontractor, the VDOT Contract Administrator, Contract Monitor, Accounts Payable, and any other persons that may representative VDOT regardless of Position Title.

Any VDOT person that has any duties of a contract administrator or contract monitor must acknowledge that they have received a copy of the contract, have a full understanding of the contract requirements, and understand the duties that have been assigned to them.

The Contract Administrator will be the responsible party for the proper adherence to all contract specifications by the Contractor. The Contract Administrator must be able to distinguish between the administrator's authority and which functions must remain with the Contract Officer.

Under no circumstances should the Contract Administrator or Monitor interpret that the requirements of the contract discussed during the meeting be the only requirements that must be followed and understands that the entire contract must be adhere to.

The following items with be reviewed in this meeting.

Contract Requirements:

- Type of Contract and Purpose
- Scope of Work/Statement of Needs
- Ordering Method
- Traffic Control
- Contractor's Equipment
- Contractor's Personnel
- Safety Requirement
- Emergency Response
- Payment

General and Special Terms and Conditions:

- Insurance
- Modification/Contract change
- Contract Renewals
- Claims
- Worksite Damage
- Vendor Non-Compliance Issues
- Cure/Default process

Contract Administration Letter:

- Review each bullet on the Designation Letter
- Contractor's Performance Evaluation Report

If any portion of the contract is assigned to a Contract Monitor or other VDOT Representative, the CA must discuss and provide the following.

Monitor

- Review the monitor designation
- Provide a copy of the contract and review the CM's duties.
- Insure they have taken the ASD CA training.
- Provide the Contract Monitor letter with the specific responsible duties checked for signature.

Do:

Read the Contract.

Do keep a professional relationship with the Contractor.

Identify the stakeholders and consult with these individual on their assignments.

Do have a start-up meeting with the Contractor for a comprehensive understanding of the contract requirements.

Keep communicate open throughout the entire contract.

Do resolve non-compliance issue immediately.

Maintain a complete file on good and bad performance.

Don't:

Don't relieve the Contractor of any contract requirement (Even once may cause the contractor to continue to request reprieves from a contract.)

Don't allow a lack of performance of the contract requirement. This will become the norm for the Contractor and harder to get the Contractor back on track.

Don't postpone administrative action based on a contractor promise.

INTER-OFFICE MEMORANDUM
Designation and Responsibilities of Contract Administration

TO:
FROM:
DATE:

The contract referenced below has been awarded and services or performance may commence. You have been assigned as the Contract Administrator for this contract and are assigned the following responsibilities. A copy of the contract, 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: _____

Commodity: _____

Contractor: _____

Solicitation No: _____

Initial Period: _____ To _____

Renewals: _____ Successive _____

Contract Amount: \$ _____

You, as Contract Administrator, are responsible for:

- Day to day coordination of the delivery of this service;
- Coordinating contract "start-up" activities with appropriate agency personnel (facilities, security, etc.);
- Assurance that services are delivered in accordance with the contract price, terms and conditions;
- Obtaining and approving job estimates, verifying labor hours and classifications, and issuing task orders if required;
- 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;
- Ensuring 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;
- Recommending solutions to Contract Officer if performance problems or contract issues persist;
- Attending the VDOT Contract Administrator class within the last 2 years. (Date Attended _____). If you have not attended this class within the last 2 years, please call Contract Officer before signing and returning this form.
- Retaining documentation to support invoices.

I received the above referenced contract documents and understand my responsibility as the Contract Administrator. I also understand that if I delegate any portion of these duties to someone else, I am required to ensure that they have had contract administration training, and give that individual a copy of all contract documents.

Signed: _____ (Contract Administrator)

Print Name: _____ Date: _____

Signed: _____ (Supervisor/Manager)

Print Name: _____ Date: _____

Please sign and return one copy to _____ immediately and retain a second copy for your records. Thank you.

Delegation of Responsibilities from Contract Administrator to Contract Monitor

DATE: Click here to enter text.

TO: Click here to enter text.

CONTRACT NUMBER: Click here to enter text.

DESCRIPTION: Click here to enter text.

CONTRACTOR : Click here to enter text.

CONTRACT PERIOD: Click here to enter text.

CONTRACT OFFICER: Click here to enter text.

The above referenced contract has been awarded and performance may begin. You have been appointed to the role of Contract Monitor by the Contract Administrator for this contract and are assigned the responsibilities listed below. (Check all applicable duties)

- ☐ Monitor and document day to day coordination of the delivery of this service;
- ☐ Assist Contract Administrator with contract "start-up" activities;
- ☐ Assure services are delivered in accordance with all contract terms and conditions;
- ☐ Obtain and approve job estimates, verify all labor hours and classifications;
- ☐ Certify receipt of services or goods delivered;
- ☐ Report and document any delivery failures or contractor performance issues immediately to the Contract Administrator;
- ☐ Complete and submit regular evaluations (keep a diary or log) of contractor performance;
- ☐ Ensure that all contractor invoices are reviewed for accuracy and processed promptly
- ☐ Retaining all necessary documentation to support/justifying the payment of each invoice submitted under the contract.
- ☐ Assist Contract Administrator with documentation for a complaint form when applicable

In signing below, you certify that you have:

- Received a copy of the contract from the Contract Administrator
- Received guidance on how to effectively monitor the contract
- Understand your responsibilities in monitoring this contract.

Contract Monitor

Signed: _____

Print Name: _____

Date: _____

Contract Administrator

Signed: _____

Print Name: _____

Date: _____

Please sign and return copies to the Contract Administrator and Contract Officer immediately and retain a copy for your records. Thank you.

Attachment 10B
CONTRACTOR RELEASE FROM CONTRACT FORM

ASD-05
Rev 07/12

1. DATE _____

2. CONTRACT # _____

3. CONTRACTOR'S NAME _____

4. THIS CONTRACTOR IS THE
(CHECK ONE) _____ PRIMARY _____ SECONDARY _____ THIRD

5. DESCRIPTION OF WORK BEING REQUESTED, INCLUDING DATES _____

6. SPECIFIC REASONS WHY THE CONTRACTOR CANNOT PERFORM THE REQUESTED WORK _____

7. CONTRACT ADMINISTRATOR SIGNATURE _____ DATE _____

PRINT NAME _____

8. THIS REQUEST TO BE RELEASED IS
(CHECK ONE) _____ APPROVED _____ DENIED

COMMENTS AS TO WHY CONTRACTOR WAS APPROVED OR DENIED _____

9. CONTRACT OFFICER SIGNATURE _____ DATE _____

PRINT NAME _____

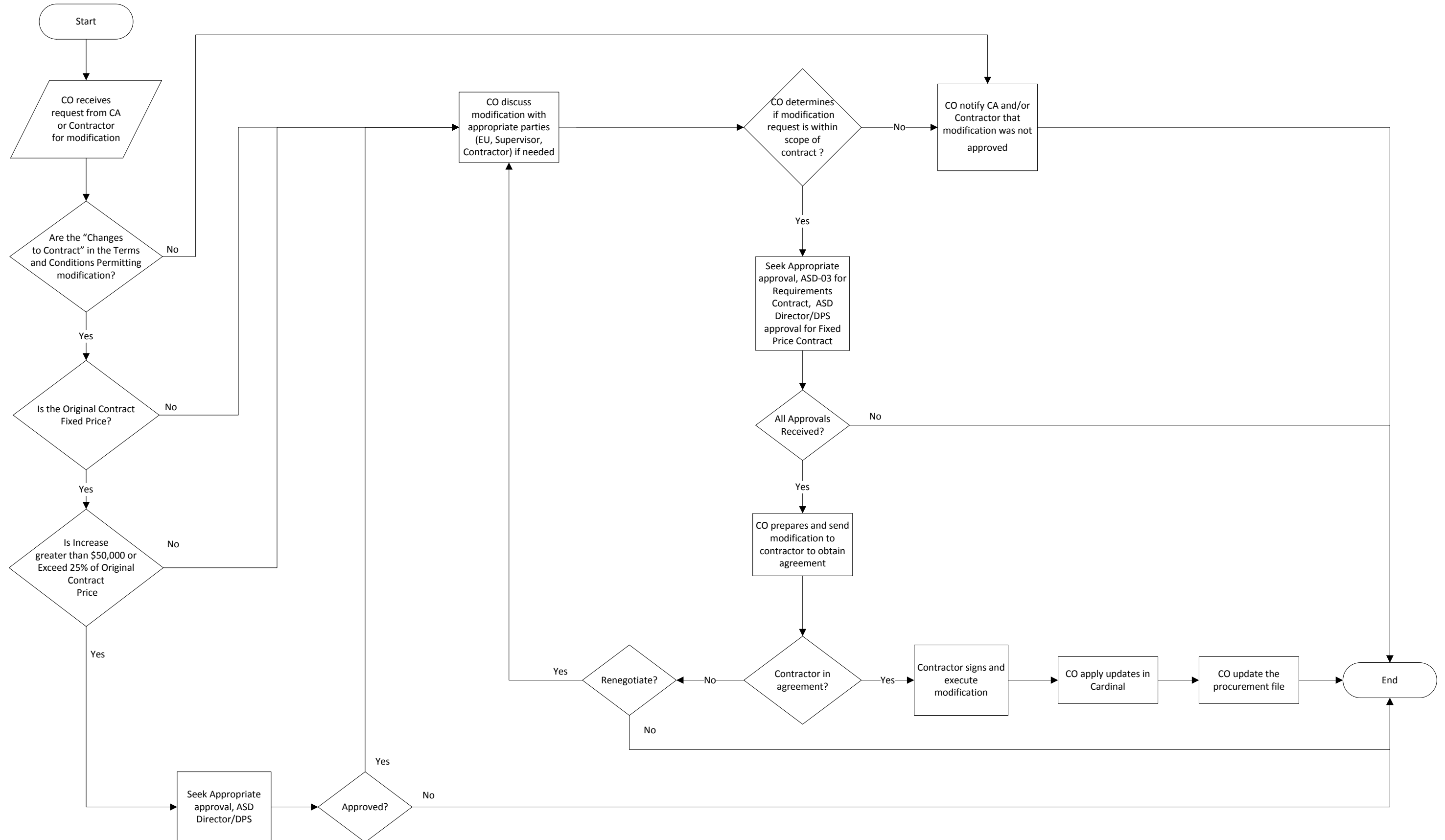
10. CONTRACTOR TO PERFORM WORK IN LIEU OF PRIMARY _____

THIS CONTRACTOR IS THE
(CHECK ONE) _____ SECONDARY _____ THIRD _____ OTHER

COMMENTS: _____

Required Documentation: Prior to completing this form the Contract Administrator should have written documentation from the Contractor (primary or alternate) indicating that Contractor is unable to report to an assignment. Contract Administrator should submit completed form and supporting documentation to Contract Officer for review and approval. If a Contractor (prime or alternate) declines an assignment **other than one approved in writing by VDOT**, he will be considered in default and held responsible for any resulting additional purchase and administrative costs in accordance with General Term and Condition Item P. **Default.**

Note: Original form must be sent to the Contract Administrator and forwarded to Contract Office to retain in procurement file.



CONTRACT PERFORMANCE/RENEWAL RECOMMENDATION FORMPerformance Rating Cycle: Yearly ☐ Bi-Yearly ☐ Quarterly ☐ Monthly ☐ Other? ☐ If other, specify _____

Contract Number: _____

Date of Award: _____

Commodity Name: _____

Original Award Value: _____

Contractor Name: _____

Initial Contract Period: _____

District/Residency/Section _____

Evaluator: _____

Buyer: _____

Evaluation Period: _____

Contract Administrator: _____

Expenditures for the Evaluation Period: \$ _____

SECTION I. TO BE COMPLETED FOR PERFORMANCE REPORTING

RATING CRITERIA	BELOW EXPECTATION	NEEDS IMPROVEMENT	MEETS EXPECTATION	N/A	COMMENTS (Required)
-----------------	----------------------	----------------------	----------------------	-----	---------------------

1. CUSTOMER SERVICE

A. Communicates problems with VDOT staff and assists in a timely resolution	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Accessible and responsive to the Contract Administrator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

2. PERFORMANCE

A. Delivered service/goods per contract specifications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Displays professionalism	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

3. EQUIPMENT

A. Provided requested equipment in operational condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Equipment breakdowns were kept to a minimum	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
C. All VDOT equipment returned in "as issued" condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

4. SAFETY

A. All equipment presented in a safe, operable condition	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
B. Contractor's employees, worksite, equipment in compliance with OSHA and contract regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

SECTION II. TO BE COMPLETED FOR OVERALL PERFORMANCE DURING THIS CYCLE

RATING CRITERIA	BELOW EXPECTATION	NEEDS IMPROVEMENT	MEETS EXPECTATION	N/A	COMMENTS (Required)
-----------------	----------------------	----------------------	----------------------	-----	---------------------

A. Indicate overall contractor performance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
--	--------------------------	--------------------------	--------------------------	--------------------------	--

Authorized Signature for Performance _____ Date _____ Phone Number _____

.....

SECTION III. TO BE COMPLETED FOR RENEWALS ONLY

Current Total Contract Expenditures \$ _____ Renewals Remaining _____

Proposed Renewal Period: _____ Estimated Renewal Period Expenditures: \$ _____

Renew this Contract Yes ☐ No ☐ If No, Please explain: _____If requested, will current CPI-W Price Increase be considered? Yes ☐ No ☐ If No, Please explain: _____

Authorized Signature for Renewal _____ Date _____ Phone Number _____

CONTRACT PERFORMANCE/RENEWAL RECOMMENDATION FORM
Form Preparation Instructions

HEADING: DISTRICT/DIVISION INFORMATION

1. Double click in box to indicate the Performance Rating Cycle being conducted. If other, indicate the performance cycle being conducted.
2. Insert contract number
3. Insert date of award
4. Insert commodity name
5. Insert original contract value (award amount)
6. Insert contractor's name
7. Insert initial contract period
8. Insert District/Residency/Section
9. Insert evaluator
10. Insert buyer
11. Insert evaluation period
12. Insert expenditure information (total amount spent during the evaluation period)

SECTION 1: PERFORMANCE REPORTING INFORMATION

1. Double click on box to indicate the contractor rating for each sub-section, 1 through 4, in reference to the specific contract. (All areas are required to be completed, either with one of the specified column ratings or N/A (not-applicable).
2. *Insert required comments to justify the rating.

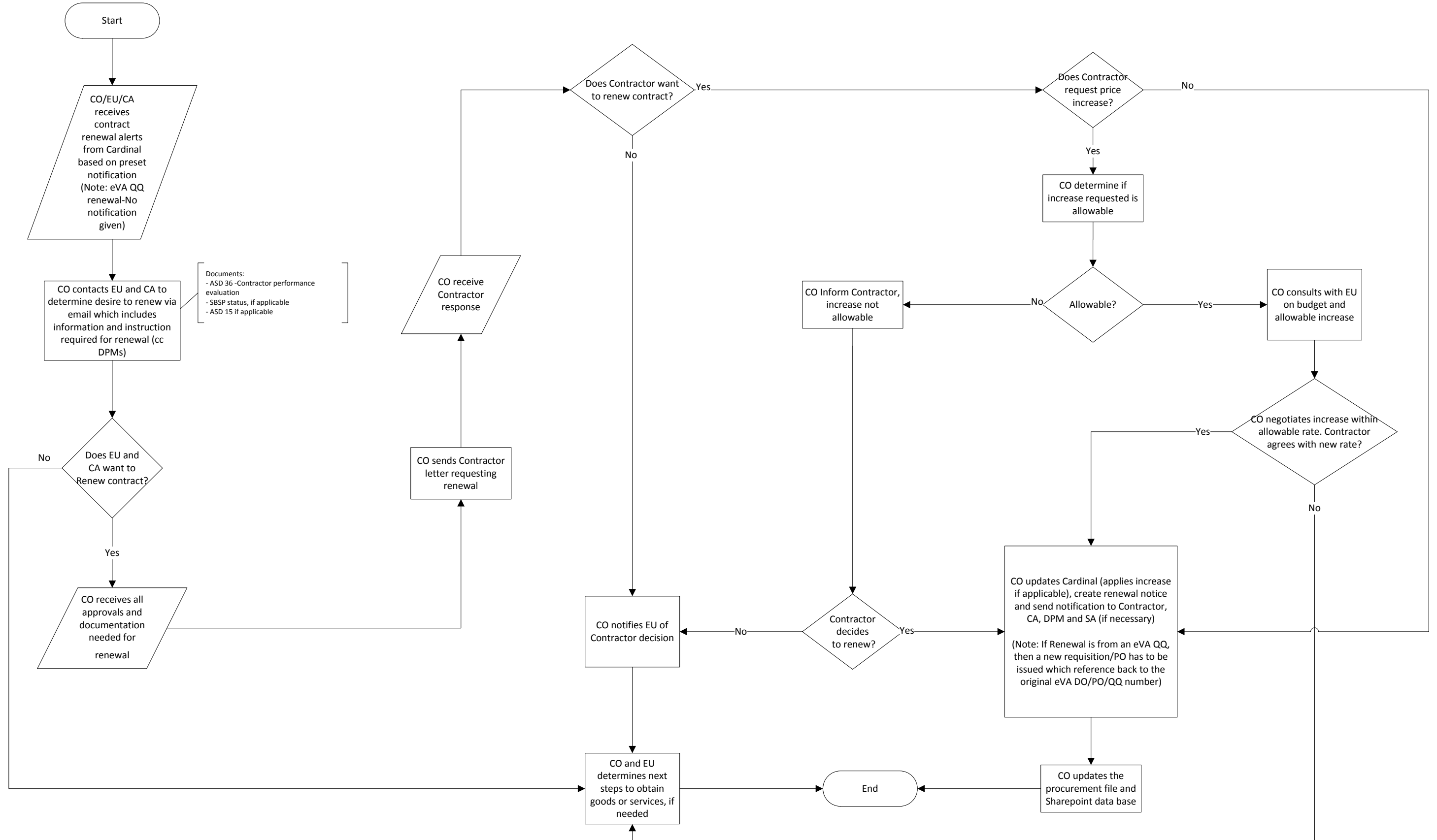
SECTION II: OVERALL PERFORMANCE

1. Double click on box to indicate the contractor's overall performance of the specific contract for the cycle being reviewed.
2. *Insert required comments to justify the rating.
3. Ensure that this portion of the form is signed and dated with the phone number of Evaluator.

SECTION III: RENEWAL

1. Insert Total Contract Expenditures (total amount spent during the entire contract period)
2. Insert the number of possible renewals that remain
3. Insert the proposed renewal period
4. Insert the estimated period expenditures (amount expected to spend during next contract period)
5. Double click on box to indicate if do or do not want to renew the contract. If the answer is "no" include a complete explanation supporting why the contract should not be renewed.
6. Double click on box to indicate if you do or do not support the CPI increase if the contractor requests one. If the answer is "no" include a complete explanation supporting why the CPI increase should not be granted.
7. Ensure that is portion of the form is signed and dated with the phone number of the person requesting the contract renewal.

*Comments are required to be given in each section with a given rating other than "N/A"



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: Cidna.Unger@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 & Eva # / Agency & Agency Code : m			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 FORM. 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:
-------	----------------------------	--------------	----------	------------	--------------

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

SECTION 11

APPEALS AND DISPUTES

- 11.1 Protest of Award** – Upon receipt, all protests shall be forwarded to the appropriate Regional Procurement Manager and ASD Administrator. Contract Officer and Central Office or District Procurement Manager will review the file and develop a draft response using the Letter Template in Attachment 11A.

The draft response, copies of the file and documentation to support the draft response will be forwarded to the appropriate Regional Procurement Manager for review and input from the Office of Attorney General, if needed.

The ASD Administrator will approve and deliver final protest response.

See detailed process for Protests and guidance document in Attachment 11B.

- 11.2 Claims** – Upon receipt, all claims shall be forwarded to the appropriate Regional Procurement Manager along with copies of the file and documentation involved with the claim. The Regional Procurement Manager will confer with the ASD Administrator and Office of Attorney General to resolve all claims.

PROTEST RESPONSE LETTER TEMPLATE

Date

Name

Title

Company Name

Address

County, State Zip Code

RE: Protest of [IFB or RFP] # XXXXXX

Dear Mr. or Ms.

We are in receipt of your protest letter dated month, day, year which was received in this office on month, day, year regarding [IFB or RFP] # XXXXXX. Your protest [is or is not] considered timely inasmuch as a Notice of Intent to Award was posted on month, day, year.

In your protest letter you state that (insert the Protestor's points referenced in the protest letter)

According to the [IFB or RFP or other reference document] (insert VDOT's response to each point of the protest letter)

VDOT's decision is (insert the proposed decision).

If you disagree with this decision, you are advised that the Department has elected not to provide an administrative appeal procedure under Section 2.2-4365 of the *Code of Virginia*. Thus, if you wish to do so, your recourse is to seek court review in the City of Richmond Circuit Court under Section 2.2-4360 and 2.2-4364 of the *Code of Virginia*.

Sincerely,

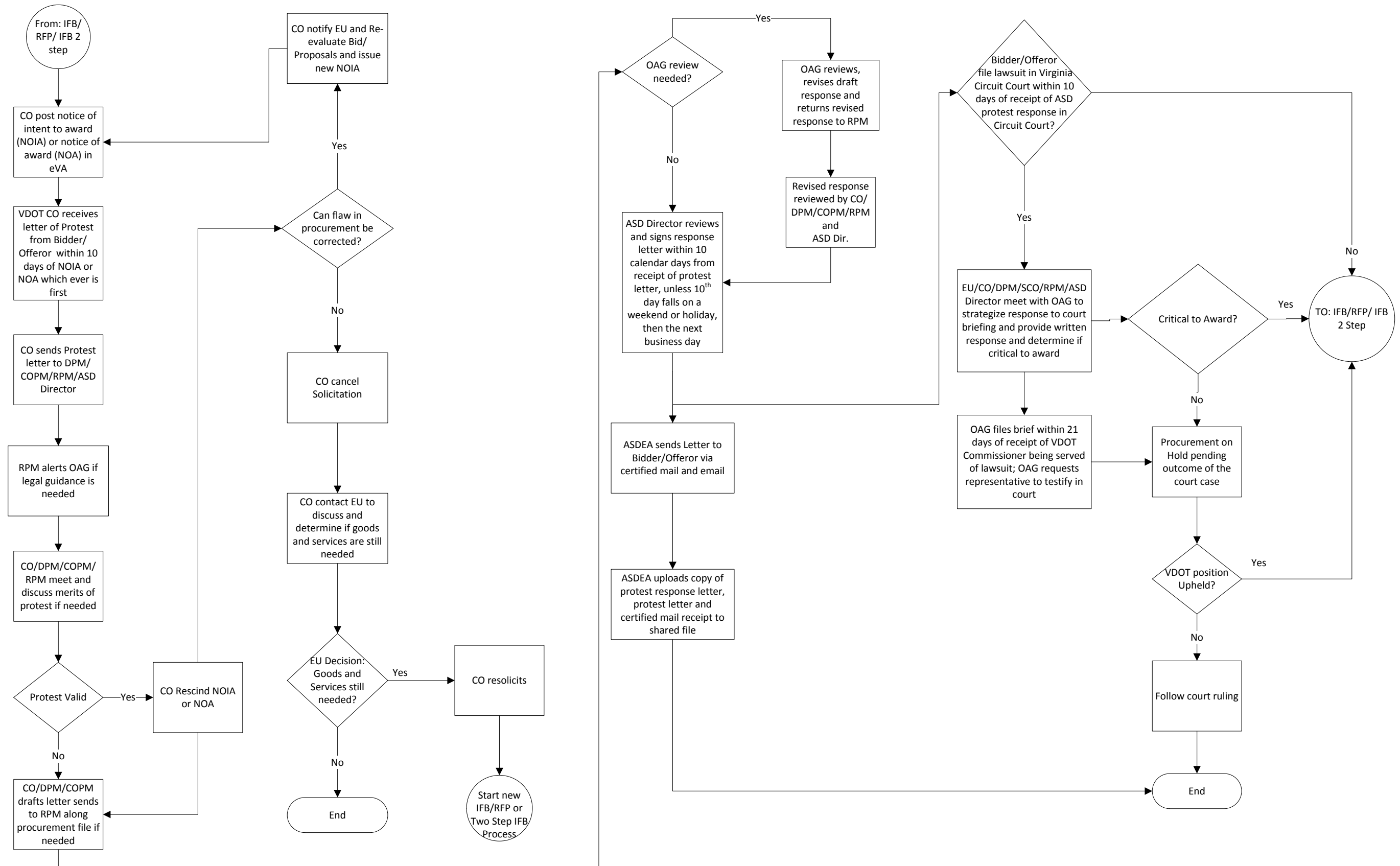
Name

Director, Administrative Services Division

VDOT
ASD Procurement

Attachment 11B
Protest Process

2013



PROTEST PROCESS AND EXPECTATIONS

In accordance with the *Code of Virginia* 2.2-4360 and Agency Procurement and Surplus Property Manual (APSPM) 11.2d, "Any bidder or offeror may protest the award or decision to award a contract by submitting such protest in writing to the procuring agency, or an official designated by the agency, no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever occurs first."

1. VDOT receives letter of protest from bidder or offeror.

- a) Contract Officer (CO) sends copy of letter to District Procurement Manager (DPM)/Central Office Procurement Manager (COPM), Regional Procurement Manager (RPM) and Director of ASD. (Letter shall be date and time stamped upon receipt).
- b) CO and DPM/COPM meet and discuss merits of protest.
- c) CO notifies end user of procurement status

2. Determine validity of protest. Is protest valid?

If No -

- a) The CO and DPM/COPM draft response letter, with reference to APSPM Policy and *Code of Virginia* pertaining to points in protest letter.
- b) The RPM reviews the draft response.
- c) If protest is complex and legal advice is needed, RPM consults with end user and Attorney General's Office (OAG) for guidance on response.
- d) Response letter stating the reasons for the action taken is finalized and signed by the Director of ASD and forwarded to the bidder or offeror.
- e) Assistant to the Director of ASD sends response letter via certified US mail and email (optional), within ten (10) days of receipt of original protest letter.
- f) Electronic copy of the protest letter, response letter, and copy of certified receipt are stored on the server in a shared folder labeled "Protests".

If Yes -

- a) The CO and DPM/COPM draft response letter with reference to APSPM Policy and *Code of Virginia* pertaining to points in protest letter.
- b) The RPM reviews the draft response.
- c) If protest is complex and legal advice is needed, RPM consults with end user and Attorney General's Office (OAG) for guidance on response.

Attachment 11B

- d) Response letter stating the reasons for the action taken is finalized and signed by the Director of ASD and forwarded to the bidder or offeror.
- e) Assistant to the Director of ASD sends response letter via certified US mail and email (optional), to offeror or bidder within ten (10) days of receipt of protest letter.
- f) Electronic copy of the protest letter, response letter, and copy of certified receipt are stored on the server in a shared folder labeled "Protests".
- g) CO rescinds Notice of Intent to Award (NOIA) and cancels the solicitation, if required.
- h) CO consults with end user to determine if goods and services are needed prior to new estimated time to award contract. If so, then appropriate method of procurement is determined and course of action taken.
- i) CO re-issues solicitation (if required) or re-evaluates bids and issues a new NOIA and posts in eVA.
- j) CO notifies end user that a new NOIA is issued and posted in eVA.

3) Does bidder or offeror file lawsuit in a Virginia Circuit Court? (must file within 10 days of protest response in accordance with APSPM 11.2d and g)

If No - CO proceeds with award and posts Notice of Award in eVA.

If Yes –

- a) CO, DPM/COPM, RPM, and Director of ASD meet with OAG in response to court briefing and expected actions to be taken.
- b) The CO notifies end user of lawsuit, guidance offered by OAG and affect on contract award.
- c) If procurement is critical to award, ASD staff works with OAG and end user to award despite legal action.

NOTE: Because each protest that results in a lawsuit is specific to that particular procurement, the OAG will provide additional guidance at that time regarding the expected outcomes and next steps.

SECTION 12

STATE & FEDERAL SURPLUS PROPERTY

- 12.1 Surplus Property Officer** – ASD Facility Manager is VDOT's state surplus property officer.
- 12.2 Removal of Surplus Property in Central Office** – To coordinate the removal of surplus office furniture and equipment within the Central Office, contact ASD Facility Management at 804-371-6702 or cofacilitiesrequests@vdot.virginia.gov .
- 12.3 Removal of Surplus Property in Districts**
- (a)** To coordinate the removal of rental, non-rental, and shop equipment and tools, provide a list to the Equipment Section of the Maintenance Division for removal.
 - (b)** For all other surplus property in the district, provide a list to the District Asset and Inventory personnel for removal.

SECTION 13

PROCUREMENT SUPPORT AND ASSISTANCE

- 13.1 General** – ASD’s statewide procurement team is committed to providing support and assistance to all districts and divisions to meet procurement needs. This includes the procurement of goods and non-professional services as well as professional and construction services, and facility improvement and construction projects statewide. Contact your local ASD Procurement Office for guidance, recommendations or additional information.

Location	Procurement Manager	Procurement, Review and Training (PRT) Team
Bristol (Southwestern Region)	Gary Cole	Donna McGuire
Salem	Michele Thompson	
Lynchburg	Joan Johnson	
Staunton	Pam Sprouse	
Hampton Roads	Daniel Wilborn	
Fredericksburg (Northern Region)	Toya Peterson	Margaret Sumiel
Culpeper	Donna Backe	
NOVA	Angie Babb	
Richmond	Martin Fields	
Central Office (Central Region)	Robin Dolatowski	Donald Colbert
Central Office	Fred Haasch	
Central Office	Caroline Hudgins	
Central Office	Patricia Rhodes	
Central Office	Brenda Williams	

- 13.2 ASD Procurement and Contract Management Teamsite** - contains information to assist with procurement training, planning, and implementation. All ASD forms, templates, and training documents can be found here: [Procurement and Contract Management](#).
- 13.3 ASD Procurement Helpdesk** – Support and assistance is available by sending an email with description of the issue to: COASDProcurementHelpdesk@vdot.virginia.gov.
- 13.4 State Term Contracts** – All state term contracts are listed on eVA and are updated as changes occur. See [Virginia’s eProcurement portal](#) for more information.
- 13.5 Contract Compliance Assistance** – On contracts established by DGS/DPS, assistance is available by calling your local ASD Procurement Office. For VDOT contracts, contact the assigned Contract Officer for assistance.

13.6 Training – If you need procurement training, please contact the PRT personnel assigned to your district or central office for assistance. See Section 16 for more information.

SECTION 14

ELECTRONIC PROCUREMENT

- 14.1 Cardinal** – Cardinal is VDOT’s financial management and procurement system. All users must complete training before entering procurement documents in Cardinal. Cardinal training information and resources can be found at: [Cardinal Teamsite](#).

To obtain Buyer access in Cardinal, training must be completed and Cardinal Security Access Form must be forwarded to: COASDProcurementHelpdesk@vdot.virginia.gov for training verification and ASD approval. Cardinal Security Access Form can be found using the link above.

- 14.2 VDOT Use of eVA** – VDOT’s Cardinal system is the point of requisition for all procurement transactions. Cardinal interfaces with eVA daily and only limited transactions are entered directly in eVA. As such, only the following VDOT personnel have access to enter transactions directly in eVA:

- (a) ASD Procurement staff
- (b) District Fuel Coordinators, Approvers and respective backups
- (c) Information Technology Division Procurement staff
- (d) VDOT personnel responsible for posting RFPs for professional services on Virginia Business Opportunities (VBO).

A request form must be completed for eVA access. See Attachment 14A for Request Form for eVA User Profile. The eVA Acceptable Use Acknowledgement Document explains the appropriate use of the eVA user account and must be reviewed and signed before access is granted (See Attachment 14B). The eVA User Deactivation Form (Attachment 14C) should be completed when access to eVA is no longer required or when a designated individual leaves the position and/or Agency.

- 14.3 eVA Orders** – Contract Officers may use eVA to create purchase orders against established DPS/DGS contracts and issue quick quotes which result in direct orders created in eVA. These purchase orders and direct orders will download into Cardinal each night and create a Cardinal purchase order to be used for receiving and payment processing. The Contract Officer is responsible for updating account information in Cardinal and notifying requesters when the Cardinal purchase order is available for use.

Attachment 14A

APPENDIX E REQUEST FOR *eVA* USER PROFILE

Name of individual submitting this form _____

Phone number _____

Email Address _____

Agency Number and Abbreviation	Required	
First Name	Required	
Last Name	Required	
E-Mail Address	Required	
eVA Applications required <i>*Only DGS may grant these applications</i>	Check all that are required	<input type="checkbox"/> eMail/Shop Now (Ariba) <input type="checkbox"/> Logi Reporting <input type="checkbox"/> Quick Quote <input type="checkbox"/> VBO Buyer <input type="checkbox"/> Catalog Administration* <input type="checkbox"/> Data Management* <input type="checkbox"/> eProcurement/AdvancedVBO (Full ADVANTAGE)* <input type="checkbox"/> User Management (Administration)* <input type="checkbox"/> VSS Administration*
eMail/Shop Now (Ariba)	Complete needed fields	
BuySense Org Name	Required	
Catalog controller	Required	(eVA_eMail, unless otherwise specified)
Delegated Purchase Authority Amt (Not normally utilized - requires additional setup in BuySense Org approvals)	Optional \$ amount	\$
Phone Number	Required - format xxx-xxx-xxxx	
Deliver to name	Required - Person or location	
Employee Number	Optional May be required for some Users	
Expenditure Limit Amt	Optional \$ amount	\$
Expenditure Limit Type	Required if Exp Limit Amt is indicated Role or User	
Expenditure Limit Approver	Required if Exp Limit Amt is indicated Name and eVA User ID or Agency Approval Role	

Standard Roles needed by User:	Required	eVA-Rpt-Hier, Axxx-AgencyQueryAll, and eVA-CreateRequisition (if user is to create requisitions)
Additional Roles needed by User:	Optional	<i>Any approval roles and/or special roles(i.e. agency security)</i>
Ship to Address – Ship to Address Code	Required - eVA Address ID	
eVA Supervisor User ID	Required - Name and eVA User ID	
Report and Resource Center (Logi)	Complete needed fields	
Entity Access Value/ Agency Number	Required	AXXX,
Report Threshold Limit	Optional	System default is 5k.
Advanced reporting needs (i.e, agency management, technical, security, audit)	Optional	
Quick Quote	Complete needed fields	
Additional Buysense Orgs QQ this user should be able to view and/or approve	Optional	
Does this user approve Quick Quote requests?	Optional	
Does this user require approvals?	Optional	
Reverse Auction Access	Optional	
VBO Buyer	Complete Needed Fields	
VBO Home Unit	Required	VBO
VBO Fax Number	Optional - Format XXX-XXX-XXXX	
Additional Applications – ONLY COMPLETED BY DGS	Optional	May require additional forms to be completed.
Data Management - ONLY COMPLETED BY DGS - may not be done by Entity Security Officer	Yes or No	
User Management - ONLY COMPLETED BY DGS - may not be done by Entity Security Officer	Yes or No	
eProcurement/Advanced VBO/ Contract Management - ONLY COMPLETED BY DGS - may not be done by Entity Security Officer	Yes or No	
VSS Admin Setup ONLY COMPLETED BY DGS - may not be done by Entity Security Officer	Yes or No	SEVADMN gives user access to State Entered Vendor entry component
Additional eVA Applications required - Additional forms are required to be completed	Check all that is required	<input type="checkbox"/> ACP <input type="checkbox"/> eVA Billing Dashboard <input type="checkbox"/> Future Procurements
Authorized signature required if mailed or faxed	Signature	_____

eVA ACCEPTABLE USE ACKNOWLEDGEMENT

eVA Acceptable Use
Acknowledgement



Revised
May 1, 2013

Statement of User Responsibility

- A. To be an authorized user of *eVA*, you must have job responsibilities consistent with the purpose of *eVA*, have obtained approval for your *eVA* user account from your COVA Entity's *eVA* Security Officer, and be in good standing as a permanent, temporary, or contract employee of a COVA Entity.
- B. As an authorized COVA Entity *eVA* user, you are responsible for the security and use of your *eVA* user account. You accept full responsibility for your account and for all activity performed on *eVA* under your *eVA* user account.
- C. As an authorized COVA Entity *eVA* user, you are responsible for keeping user information current and accurate. This information includes email address, phone number, supervisor, delivery location and purchase card information.
- D. It is prohibited for any *eVA* user other than the assigned *eVA* user account owner to use said *eVA* user account. Each authorized user is responsible for preventing unauthorized use of their *eVA* user account as well as refraining from using someone else's *eVA* user account.
- E. As an authorized COVA Entity *eVA* user, you are responsible for protecting personally identifiable information (PII) from public access, including among others Social Security numbers, Federal Tax ID numbers, Patient Information, and Personal Banking Information, in accordance with Federal and State law and procurement regulations. This information is to be removed from procurement documents or procurement files when made available to the public. It is only to be included on *eVA* purchase orders if including such information is required by law. If you must include such information, you must ensure that the comment field and separate file attachment capability at the line level and header level are used and the box is checked indicating the comment or attachment is proprietary information.

Password Requirement

The minimum password length required by the system must be 8 characters. The system checks password history to ensure that passwords can not be reused for 8 logins. Passwords shall contain a combination of alphabetic characters (a-z/A-Z), numerical characters (0-9).

eVA users shall not utilize the password management functionality contained in Internet browsers. If technically feasible, the password management function shall be disabled.

Passwords shall not be written down and left in a place where unauthorized persons might discover them.

Passwords shall not be shared or revealed to anyone else besides the owner. To do so exposes the owner to responsibility for actions that the other party takes with the password.

Users are responsible for all activity performed with their personal user-IDs. Personal user-IDs shall not be utilized by anyone but the individuals to whom they have been issued. Users shall not allow others to perform any activity with their user-IDs. Similarly, users are forbidden from performing any activity with IDs belonging to other users.

All users shall be automatically forced to change their passwords at least once every ninety (90) days.

When the User has a blocked *eVA* account or has forgotten their password they shall use the “Password Problems? Click here” link at the *eVA* Portal Screen. Users should contact the Entity *eVA* Security Officer or Entity *eVA* Lead if they are unable to reset their password.

Definition of Appropriate Use

Valid uses of *eVA* include, but are not limited to, using *eVA* for the intended and stated purposes of:

- Bid development
- Bid and contract awards
- Purchase approvals
- Placing orders
- Placing requisitions
- Recording of receipts
- Training
- Administrative purposes

To appropriately use *eVA*, each *eVA* user must:

- Adhere to the copyright protection of licensed software and documentation.
- Secure your user account and password at all times.
- Log out of *eVA* or secure your computer if you are away from the active session.
- Follow all COVA and *eVA* policies, as well as all local, state, and federal laws and policies.

Definition of Inappropriate Use

Inappropriate uses of *eVA* include, but are not limited to:

- Using any other individual’s *eVA* account or password.
- Managing your user account or access in a way as to make your password and/or *eVA* session available for use by others.
- Unauthorized copying, sending, or receiving of copyrighted or trade/service marked materials

It is a violation of Commonwealth of Virginia policy to use *eVA* for promoting outside business interests. *eVA* shall not be used for private consulting or personal gain. *eVA* may not be used to support or engage in any conduct prohibited by Commonwealth of Virginia or local COVA Entity statutes or policies, including the *eVA* Security Policy.

It is a violation of this policy to examine, or attempt to examine, another *eVA* user’s or COVA Entity’s files or data without authorization. Noted exceptions are personnel who must examine these files or data while performing their assigned duties during the auditing process, DPS reviews, COVA Entity controller reviews, technical reviews to identify or correct *eVA* problems, or other approved activities to monitor and manage COVA business.

It is a violation of *eVA* policy to post/send/display defamatory, harassing, pornographic, obscene, or sexually explicit materials. These violations are in addition to items prohibited by any section of the Statutes of the Commonwealth of Virginia, or other federal, state, or local law.

Reporting of Information Security Violations & Problems

All *eVA* users have a duty to report all known information security vulnerabilities -- in addition to all suspected or known policy violations -- in an expeditious and confidential manner to their assigned Entity *eVA* Security Officer or to the *eVA* Global Security Officer so that prompt remedial action may be taken.

Possible Sanctions for Misuse

The *eVA* Global Security Officer may monitor, record and store information about the use of *eVA*. If such monitoring, recording, and storage reveal possible evidence of inappropriate, unethical, or illegal activity within *eVA*, the *eVA* Global Security Officer will contact the COVA Entity's *eVA* Security Officer regarding the alleged violations of this policy.

It is not appropriate to use *eVA* in a way that is detrimental to the normal operation of *eVA*. Penalties for misuse of *eVA* may include, but are not limited to, suspension of the use of *eVA* and referral to the appropriate local law enforcement agency for possible prosecution.

Upon detection of a potential violation, the *eVA* Global Security Officer will disable the *eVA* user account. The *eVA* user account will remain inactive until:

- 1) The *eVA* Global Security Officer has determined no violations exist or corrective action has been taken by the COVA Entity *eVA* Security Officer.
- 2) The COVA Entity's *eVA* Security Officer has notified the *eVA* Global Security Officer of the correction(s).
- 3) The remedial actions have been validated by the *eVA* Global Security Officer.

If corrective action is not taken at the COVA Entity level, the *eVA* Global Security Officer may:

- 1) Recommend to the DPS Director that an *eVA* user be permanently suspended from use of the system.
- 2) Report to the user COVA Entity's Director of Purchasing with a recommendation for disciplinary action.

ACKNOWLEDGEMENT

My signature acknowledges that I have read, understood and will adhere to the *eVA* Acceptable Use Policy. I also acknowledge that I will report violations immediately to the COVA Entity *eVA* Security Officer, as well as the *eVA* Global Security Officer at eVASecurity@dgs.virginia.gov.

Signature: _____

Printed Name: _____

Agency Name
and Number: _____

Title: _____

Date: _____

The *eVA* Entity's Security Officer shall maintain a copy of this form (hardcopy or electronic).

Page 4 of 4 *eVA* Acceptable Use Acknowledgement

Attachment 14C

**APPENDIX F REQUEST *eVA* USER DEACTIVATION**

Name of individual submitting this form _____

Phone number _____ Email Address _____

Agency Number and Abbreviation	Required	
User Id	Required	
First Name	Required	
Last Name	Required	
E-Mail Address	Required	
PCARD - Does the user have a PCard that needs to be removed from their account?	Yes or No	
Custodial Care - Does this user account need to be reassigned to someone to complete Receiving or change orders? Custodial Care will not occur until account has been deactivated for 24 hours List below the User ID, first name, last name and email of the individual being granted custodial care of the account.	Yes or No	
	Required	
Is this user an Expenditure Limit Approver for other eVA users? If yes - Must submit request to update users that are impacted and change the Expenditure Limit Approver to an active eVA account and User ID of the new approver.	Yes or No	
Is this user a Supervisor for other eVA users? If yes - Must submit request to update users that are impacted and account and User ID of the new change the Supervisor.	Yes or No	
Does this user have any Approval Roles assigned? If yes - Must submit request to update user(s) impacted and the User ID for the new Approval Roles	Yes or No	
Additional eVA Applications that require deactivation. If yes - Additional forms are required to be completed	Check all that are required	<input type="checkbox"/> Future Procurements <input type="checkbox"/> eVA Billing DashBoard
Authorized signature required if mailed or faxed		_____ Signature

SECTION 15

CAPITAL OUTLAY

- 15.1 General** - ASD's Capital Outlay Section is responsible for the procurement of professional and construction services for capital outlay and maintenance reserve, when professional engineering and design services are required in accordance with the *Construction and Professional Services Manual (CPSM)*.

Responsibility	Contact
Capital Outlay Director	
Capital Outlay Assistant Director	Tim Crooks
Capital Outlay Contract Administrator	

15.2 Professional Architect/Engineer (A/E) Design and Construction Administration Services

- To initiate procurement for professional services, obtain District Administrator approval on the Request for Approval to Use Consultants Form ASD-33 (See Attachment 15A) and submit to the ASD Division Administrator for review and approval. Form ASD-33 is required to initiate work for projects approved in the Six Year Plan. For emergencies, contact the Capital Outlay Director to initiate work and follow up with documentation.

ASD Capital Outlay Section will work with end users to develop a scope of services and negotiate fee proposal with an Architecture and Engineering firm in accordance with *CPSM* guidelines

See detailed process for Capital Outlay Procurement for Professional Services in Attachment 15B.

- 15.3 Construction Services** – Upon completion and acceptance of design by VDOT and DGS Bureau of Capital Outlay Management (BCOM), ASD will advertise and award construction contract in accordance with *CPSM* guidelines.

Projects with a fixed price contract for construction occasionally require changes orders. When those change orders are less than 25% and \$50,000, VDOT has the authority to approve those change orders in ASD.

Any cumulative change orders on a project that exceed 25% or \$50,000 (whichever is greater) require approval by the Governor's designee (Director of DGS) **before** work can proceed. This can cause delays to the project schedule. In order to minimize potential delays in the construction project waiting for DGS approval of the change order exceeding these limits, district staff must notify the Contract Officer and the assigned Capital Outlay Project Manager as soon as you are aware of this possibility.

In no case (except emergencies), shall the Contractor be instructed to perform the change order work without receiving required approval.

See detailed process for Capital Outlay Procurement for Construction in Attachment 15C.

15.4 Facility Repair and Maintenance Projects – Routine repair and maintenance of facilities which do not require professional A/E and design services will be procured by the local ASD Procurement Office in accordance with *APSPM* requirements for nonprofessional services. Please refer to Section 4 of this manual for more information.

15.5 Contract Administration – The contract for professional services requires that the A/E provide the basic construction contract administration services required by the *CPSM*.

The VDOT representative for the project shall also provide the additional contract administration support described herein. For Maintenance Reserve projects the VDOT representative is the Facilities Manager. For Capital Outlay construction projects the VDOT representative is the Project Manager. The Capital Outlay Director may otherwise assign the VDOT representative to any construction project at his or her discretion.

The contract administration processes and procedures described in this section do not apply to projects for the routine repair and maintenance of facilities which do not require professional A/E and design services. Such projects shall be administrated by the Facilities Manager pursuant to the provisions of Section 10 of this manual.

(a) Project Oversight: The VDOT representative shall be responsible for overseeing the construction project on behalf of the agency. Safe and timely completion of the construction project is provided, in part, through the on-going and effective communications of the VDOT representative with the A/E, Facilities Manager and/or Project Manager, and the construction Contractor.

The VDOT representative shall be responsible for ensuring that the A/E performs all required tasks as described in the professional services contract. The VDOT representative shall communicate with the A/E any observed non-conformances in the construction Contractor's work. The VDOT representative shall also partner with the A/E to review and recommend for approval any proposed resolutions for work performed by the construction Contractor that does not conform to the contract specification(s) and that requires a change order.

(b) Project Meetings: The VDOT representative, or their duly authorized proxy, shall participate in all pre-construction meetings, progress meetings, pay meetings, and other project meetings. The purpose of these meetings includes, but is not limited

to, clarifying and discussing the contract specifications, reviewing the status of the work, and approving progress payments. The VDOT representative shall ensure that project meetings include a discussion of any construction Contractor's work that failed to meet the contract specifications and the resolutions put in place to remedy the non-conformance(s).

(c) Non-Conformance Reporting: If non-conformances in the work of the construction Contractor are recorded in the A/E's official notes, then the VDOT representative shall report the non-conformances to the Contract Officer responsible for the construction contract. The Contract Officer shall maintain a copy of the reported non-conformances in the Procurement File.

- i. Minor Performance Issues may be reported by submittal of the A/E's official notes or by other means as agreed to by the VDOT representative and the Contract Officer. If submittal is via the A/E's official notes, the VDOT representative shall specifically identify the non-conformances.
- ii. Critical Performance Issues shall be reported by submittal of the Facilities Construction Procurement Complaint Form. The VDOT representative shall be responsible for ensuring the Facilities Construction Procurement Complaint Form is completed and submitted to the Contract Officer.

15.6 Performance Issues

(a) Minor Performance Issues: Construction Contractor performance issues that may not ultimately result in the failure of the project are defined as Minor Performance Issues. Minor Performance Issues may generally be corrected on the spot or during the Project Meetings and do not require any change to the specifications. The A/E is responsible for directing the construction Contractor to correct the issues. These issues must be reported to the Contract Officer pursuant to the process described in Section 15.5.c. The VDOT representative may opt to submit a Facilities Construction Procurement Complaint Form to the Contract Officer for Minor Performance Issues. Examples of Minor Performance Issues include, but may not be limited to:

- Poor workmanship of the construction Contractor or any sub-contractor
- Poor coordination between the construction Contractor and any sub-contractor
- Project delays of less than 10% of the approved Project Schedule
- Non-conformance in the work of the construction Contractor that does not pose a threat to the safety of persons and/or property or to the successful completion of the project as a whole

(b) Critical Performance Issues: Construction Contractor performance issues that may ultimately result in the failure of the project are defined as Critical Performance Issues. A Facilities Construction Procurement Complaint Form must be submitted to

the Contract Officer for all Critical Performance Issues. For maintenance reserve projects Critical Performance Issues must also be reported to the Project Manager. Examples of Critical Performance Issues include, but may not be limited to:

- Commencing construction activities prior to issuance of a proper Building Permit
- Project delays in excess of 10% of the approved Project Schedule
- Use of abusive or obscene language or a threatening manner
- Safety concerns that may result in a threat to persons or property
- Unwillingness or inability of the construction Contractor to fulfill the contract, as may be evidenced by failure to correct any Minor Performance Issue
- Failure of the construction Contractor to meet it's Small Business participation goals
- Any other issue that the VDOT representative, in consultation with the A/E, deems to be critical

15.7 Procurement Complaints

(a) Submittal: The VDOT representative shall submit the complaint in accordance with the instructions on the Facilities Construction Procurement Complaint Form (ASD-40, Attachment 15-D). The submittal shall include any supporting documentation that is relevant to the complaint and the form shall be submitted in a timely manner relative to the occurrence of the performance issue.

(b) Notice to Cure: Upon receipt of the Facilities Construction Procurement Complaint Form, the Contract Officer and the VDOT representative should review the complaint and gather any additional supporting documentation after which the Contract Officer shall draft a Notice to Cure letter. The intent of the Notice to Cure letter is to:

- Describe the performance issue;
- Describe the action that must be taken to correct the performance issue to include the timeframe by which the issue must be corrected; and to
- Clearly state the other remedies, described in Section 15.8, which may be taken by the agency if the issue is not corrected.

The draft Notice to Cure letter shall be submitted by the Contract Officer to the VDOT representative for review and approval. The letter may also be submitted to the Office of the Attorney General for review which may take up to 30 calendar days.

After all reviews have been completed the Contract Officer will submit the letter to the construction Contractor for action. The Contract Officer will also submit the

letter to the Bonding Agency, the Facilities Manager, the Project Manager and the A/E.

- (c) Documentation:** The Contract Officer shall maintain the Facilities Construction Procurement Complaint Form and the Notice to Cure letter in the Procurement File. The Contract Officer shall also complete and maintain the Facilities Construction Notice to Cure Record, [which can be found at this link](#), after issuing the Notice to Cure letter.

15.8 Other Performance Issue Remedies – If the Contractor fails to perform the work in the timeframe required in the Notice to Cure letter, VDOT may take one of the following actions. The Contract Officer shall consult with the Office of the Attorney General prior to instituting the action.

- (a) Correction of the Work:** Pursuant to Section 16.a, entitled Inspection, of the General Conditions of the Construction Contract, (DGS Form CO-7),

“If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material and/or correct such workmanship and charge the cost to the Contractor.”

If the construction Contractor fails to pay for the cost of the correction of the work, pursuant to Section 36.d, entitled Payments to Contractor, of the General Conditions of the Construction Contract, (DGS Form CO-7), VDOT may use the payment retainage:

“as a fund to deduct amounts due to or claimed by the Owner, including, but not limited to, payment to the Owner of all moneys due for deductive change orders, credits, uncorrected Defective Work, interest, damages, and the like.”

- (b) Enjoinment:** VDOT may opt to submit an Initial Enjoinment Request to the Division of Engineering (DEB) Director. An enjoinment may be issued when the construction Contractor fails to fulfill its obligations and the issue can be corrected. The purpose of enjoinment is, in part, to require the construction Contractor to focus on completing the current contractual obligations. If the construction Contractor is enjoined, they will be prohibited from bidding on Commonwealth construction contracts for a period not to exceed one year.

DEB will take approximately 20 days to make the determination whether the construction Contractor should be enjoined. The decision may be appealed, which may take an additional 70 days or longer if the construction Contractor opts to institute Judicial Review.

The Contract Officer shall maintain the Initial Enjoinment Request and the DEB response in the Procurement File.

(c) Performance Bond: If there is a performance bond on the contract and the construction Contractor fails to correct the issue, VDOT may opt to notify the Bonding Agency of the construction Contractor's default.

The Bonding Agency must then contact the Contractor within 14 days to set up a meeting to discuss the methods of completing the construction contract.

Within 30 days after that meeting, the Bonding Agency must provide written notice to VDOT of the actions that will be taken. During this time the Bonding Agency will investigate the claims and otherwise analyze the project. The Bonding Agency may opt to:

- i. Undertake and complete the contract, or
- ii. Waive their right to complete the contract by either:
 - a. Paying to VDOT the amount due under the Performance Bond, plus any damages or
 - b. Deny liability for completing the work or paying the bond.

If the Bonding Agency fails to complete the work or denies liability, then VDOT's recourse includes terminating the contract and seeking damages.

(d) Termination: If there is no performance bond and/or at VDOT's sole discretion, the contract may be terminated for cause or terminated for convenience, as may be applicable. If VDOT opts to terminate for cause, then the construction Contractor may be required to pay damages and/or re-procurement costs.

15.9 Debarment – VDOT may opt to submit an Initial Debarment Request to the Division of Engineering (DEB) Director. A debarment may be issued for both performance and non-performance related causes. In the event that VDOT notifies the Bonding Agency of the construction Contractor's default or if the contract is terminated for cause, the Contract Officer shall submit an Initial Debarment Request to the Division of Engineering (DEB) Director. If the construction Contractor is debarred, they will be prohibited from contracting with the Commonwealth for a period of 90 days up to three years.

DEB will take approximately 20 days to make the determination whether the construction Contractor should be debarred. The decision may be appealed which may take an additional 70 days or longer if the construction Contractor opts to institute Judicial Review.

The Contract Officer shall maintain the Initial Debarment Request and the DEB response in the Procurement File.

REQUEST FOR APPROVAL TO USE CONSULTANTS

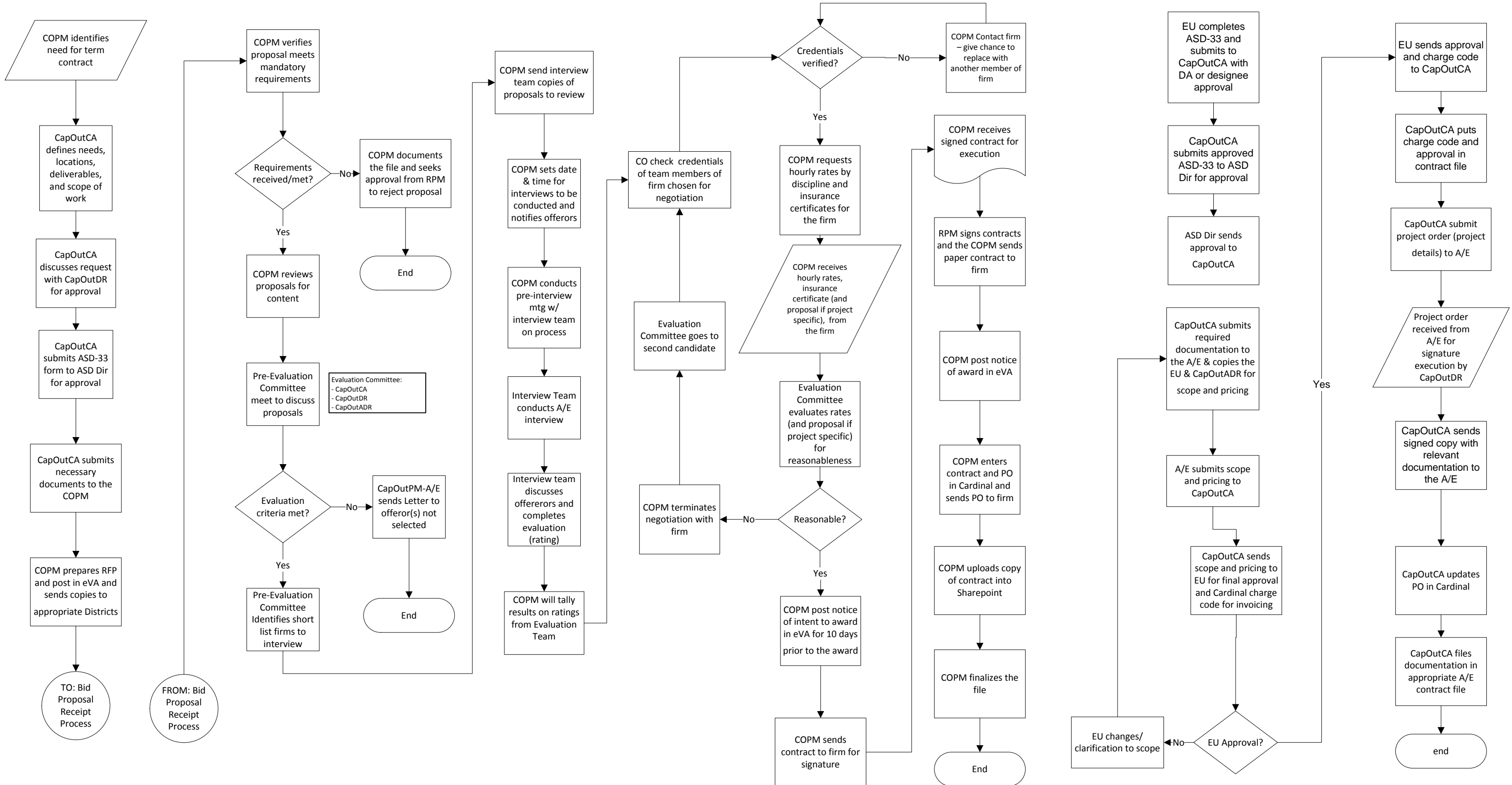
Capital Outlay Professional Services

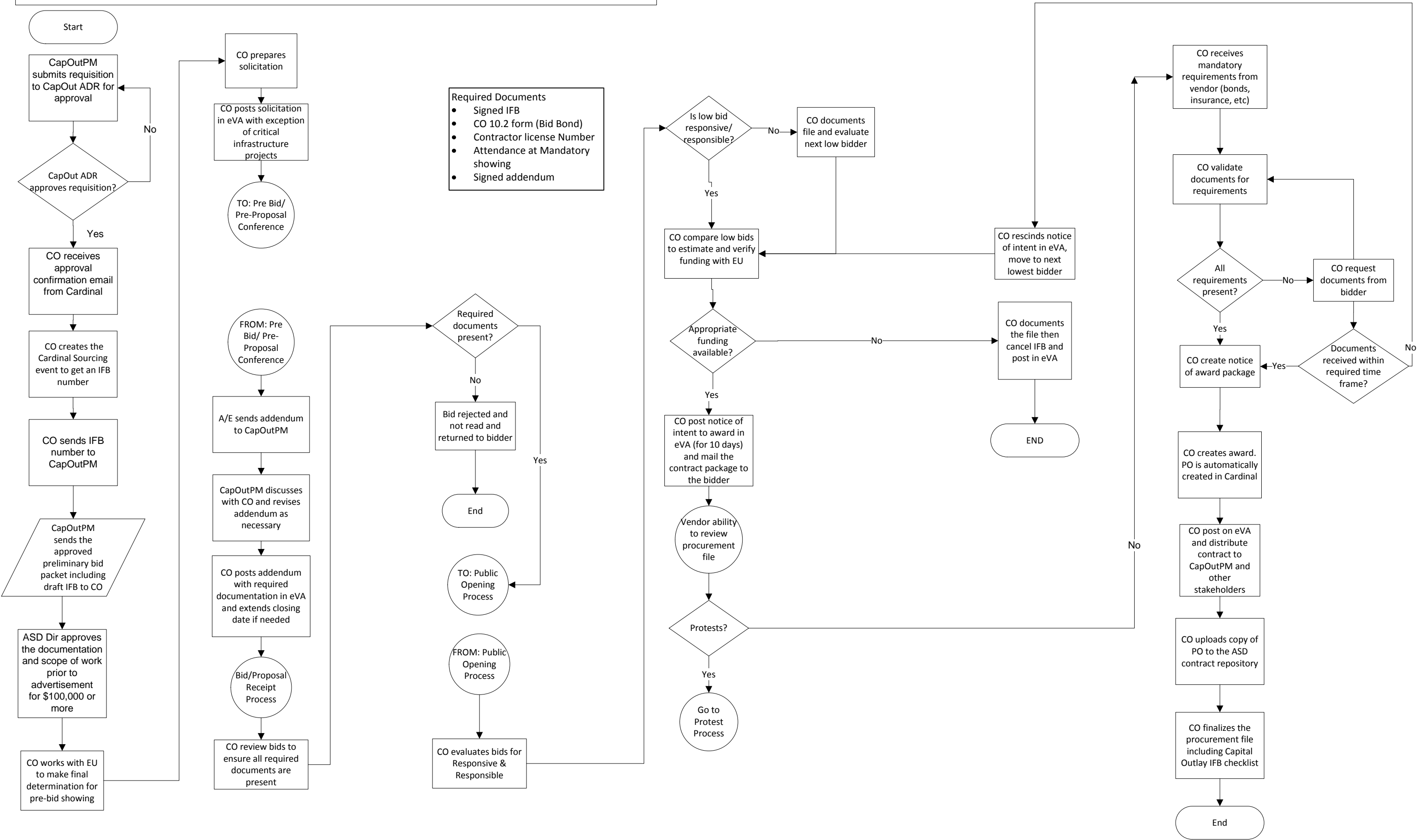
To:		
	District Administrator	Date
From:		
	<small>Requestor</small>	
Project:		

Purpose of contract: _____
Need for use of consultant: _____
Consequences of NOT executing contract: _____
Est. Contract Value: \$ _____ Contract period: _____
Source of funding: _____
UPC or CSC: _____ Activity: _____
Asset #: _____ Account Code: _____
Department: _____ Program Fund: _____
AC1#: _____
Comments: _____
Signature _____ <input type="checkbox"/> Approve <input type="checkbox"/> Deny
District Administrator Date

To:		
	Administrative Services Director	Date
Comments:		
Signature _____ <input type="checkbox"/> Approve <input type="checkbox"/> Deny		
Administrative Services Director Date		

Capital Outlay Process for
Professional Services
Task Orders





Attachment 15D

FACILITIES CONSTRUCTION PROCUREMENT COMPLAINT FORM

Instructions for completing the Facilities Construction Procurement Complaint Form

1. General

- a. Completely fill out all sections of the form with the information that is available to you.
- b. Be accurate, complete, and factual.
- c. Remember, the completed form may be sent to other state agencies and is subject to the Freedom of Information Act.

2. Contact Information

- a. Provide contact information of the individuals at VDOT, the A/E, and with the Contractor that are aware of the issue and have the authority to commit to any agreed upon resolution.
- b. Confirm that A/E has reviewed the complaint form for accuracy and has provided input on the recommended solution, as is appropriate.

3. Complaint Information

- a. Specifically describe the complaint and provide the relevant and detailed specifics that substantiate the complaint. Be sure to include dates and the specific actions (or lack thereof) that have led to the complaint.
- b. If previous efforts have been made by either VDOT and/or the A/E to resolve the complaint, describe the efforts in detail. Include the dates and the Contractor's response.
- c. Propose the best available resolution to the complaint. Include the actions/dates that must be met by the Contractor to ensure the project is completed safely and within the scope of the contract.

4. Attachments

- a. Include, as an attachment, any documentation that is relevant to the complaint. Documentation may include things such as:
 - i. Photographs of the work performed
 - ii. Previous written communications with the Contractor
 - iii. AE notes from the monthly progress/billing meetings

5. Submittal

- a. For questions call the Contract Officer responsible for the construction contract.
- b. Send the form and any attachments to Contract Officer responsible for the construction contract.



Administrative Services Division

ASD-40
Rev. 8/2016

FACILITIES CONSTRUCTION PROCUREMENT COMPLAINT FORM

CONTACT PERSON: _____ DATE: _____
SIGNATURE: _____ DISTRICT/DIVISION: _____
EMAIL: _____ PHONE #: _____

VENDOR NAME: _____ VENDOR CONTACT: _____
PHONE #: _____ EMAIL: _____
ADDRESS: _____
CITY/STATE/ZIP: _____

A/E FIRM CONTACT: _____ A/E FIRM: _____
PHONE #: _____ EMAIL: _____
Has A/E reviewed this complaint form? Yes ☐ No ☐

Contract # _____ Purchase Order # _____ Buyer _____

NATURE OF COMPLAINT

Invoice/Payment ☐ Safety Risk ☐ Project Schedule ☐ Workmanship ☐ Other ☐

DESCRIPTION OF PROBLEM OR COMPLAINT

DESCRIBE PREVIOUS CONTACT WITH A/E FIRM AND/OR VENDOR AND ANY ACTION TAKEN TO DATE

INDICATE MANNER IN WHICH YOU SUGGEST COMPLAINT BE RESOLVED

IMPORTANT REMINDER: Include, as an attachment, any documentation that is relevant to the complaint. Documentation may include photographs, previous written communications with the Contractor, or notes from the AE.

SECTION 16

ASD PROCUREMENT REVIEW AND TRAINING

16.1 General - ASD's Procurement Review and Training Section (PRT) will provide training and conduct reviews to ensure compliance with existing procurement laws and guidelines. Training and compliance reviews help ensure VDOT personnel:

- (a) have the information needed to complete procurement transactions in accordance with established regulations and procedures.
- (b) demonstrate understanding of and adherence to established regulations and procedures.
- (c) manage contracts effectively.

16.2 Training – PRT provides procurement related policy training statewide to VDOT employees. All available procurement training can be found in [VDOT University](#).

16.3 Compliance Reviews – Each District will be reviewed annually. Each Division in Central Office will be reviewed once every two years. In some cases reviews may be more frequent.

The PRT Analyst will notify the District or Division when a review is being scheduled for procurements processed by the district or division personnel and request that a single point of contact (SPOC) be identified to provide information. In the Districts, the Procurement Manager will be notified of the pending review while in the Central Office, the Division Administrator will be notified.

PRT personnel will meet with SPOC to review the process and answer any questions. Selected vouchers and associated procurement documents will be reviewed by PRT personnel. After review, a draft report will be prepared. PRT personnel will meet with district or division personnel to discuss preliminary findings in the draft report. Subsequent information may be provided by districts or divisions to clarify uncertainties.

After comments have been received and incorporated into the draft report, the report is reviewed by the Regional Procurement Manager as well as the ASD Director. Once approved, a final report of findings and recommendations will be provided to the District Administrator or Division Administrator, ASD Director, and the Assurance and Compliance Office. The District or Division Administrator must respond to the report and outline the steps that will be taken to resolve non-compliance issues.

16.4 Freedom of Information Act (FOIA) Requests – FOIA requests are processed in accordance with Virginia's Freedom of Information Act (§ [2.2-3700](#) et seq. of the *Code*

of Virginia). The PRT team coordinates information gathering and distribution in response to ASD FOIA requests. The PRT team will provide guidance to ensure that responses to requests for information are timely and appropriate.

Appendix A

Process Map Acronyms

<p>ADISTA – Assistant District Administrator</p> <p>A/E – Architectural Engineering Firm</p> <p>ASD – Administrative Services Division</p> <p>ASD Dir. – ASD Director/ASD Division Administrator</p> <p>ASDEA – ASD Director Executive Assistant</p> <p>B/P – Bid/Proposal</p> <p>BT – Bid Tabulator</p> <p>Buyer – Authorized Division, District, Residency, Section: person with authority to create purchase orders and procure goods</p> <p>CA – Contract Administrator</p> <p>CapOutADR – Capital Outlay Assistant Director</p> <p>CapOutCA – Capital Outlay Contract Administrator</p> <p>CapOutDR – Capital Outlay Director</p> <p>CapOutPM – Capital Outlay Project Manager</p> <p>CFO- Chief Financial Officer</p> <p>Chief – Directorate Chief</p> <p>CO – Contract Officer</p> <p>COPM – Central Office Procurement Manager</p> <p>CRD – Civil Rights Division</p> <p>CTB – Commonwealth Transportation Board</p> <p>DA – District Administrator</p> <p>DivA – Division Administrator</p>	<p>DPM-District Procurement Manager</p> <p>DPS – Division of Purchases and Supply</p> <p>DSBSD – Department of Small Business and Supplier Diversity</p> <p>DTF – Document to File</p> <p>EU – End User</p> <p>IFB – Invitation for Bid</p> <p>NOA – Notice of Award</p> <p>NOIA – Notice of Intent to Award</p> <p>OAG – Office of the Attorney General</p> <p>PO – Purchase Order</p> <p>PM – Project Manager</p> <p>PSS – Personnel Security Section</p> <p>RFP – Request for Proposal</p> <p>RPM – Regional Procurement Manager</p> <p>R&R – Responsible and Responsiveness</p> <p>SA – SWAM Advocate</p> <p>SBSP – Small Business Subcontracting Plan</p> <p>SPCC Card Holder – Small Purchase Credit Card Card Holder</p> <p>SWaM – Small, Woman, and Minority</p> <p>VBO – eVA – Virginia Business Opportunities/eVA</p> <p>VDOT – Virginia Department of Transportation</p>
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Appendix B - Form Index

NOTE: The forms included in the manual are for illustrative purposes. To ensure you have the most current version, please access forms in the SharePoint Corporate Document Center: [ASD Corporate Document Center](#).

Name	Title	Section #
ASD-02	RFP Checklist	7
ASD-03	Document to File Form	3
ASD-04	Public Opening Log	6
ASD-05	Contractor Release From Contract Form	10
ASD-06	IFB Checklist	6
ASD-07	Understanding of Responsibility Form	7
ASD-08	Vendor Qualification Questionnaire	4
ASD-09	Pre Bid Proposal Attendance Form	6
ASD-11	DMBE Certified Small Business Waiver Request	3
ASD-12	Contract Reference Check Worksheet	6
ASD-14	Record of Bids for Proposals Received	6
ASD-15	Procurement Approval Request Form	3
ASD-16	Emergency Procurement Determination and Award Form	9
ASD-17	Procurement Checklist	4
ASD-18	IFB Two-Step Checklist	6
ASD-19	FOB Asphalt Justification Form	8
ASD-20	FOB Plant Mix Asphalt Standard Contract	8
ASD-30	Supplement Form for Requisitions	4
ASD-31	Commonwealth of Virginia Corporate Purchasing Card Request	5
ASD-32	SPCC Card Update Request Form	5
ASD-33	Request for Approval to Use Consultant Services	15
ASD-34	General Procurement Checklist Form	5
ASD-35	Designation and Responsibilities of Contract Administration	10
ASD-36	Contract Performance Renewal Recommendation Form	10

Appendix B - Form Index

Name	Title	Section #
ASD-37	Conference and Training Procurement Checklist	3
ASD-40	Facilities Construction Procurement Complaint Form	15
ASD-51	Non Disclosure Statement for RFP	7
ASD-63	SWaM Compliance Reports Form	3
COV-eVAFORMAccess	Request Form for eVA User Profile	14
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