

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.

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

Toya Peterson
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 Public Procurement Act](#)

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](#)

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 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.

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)
- Bundled Interstate Maintenance Services (BIMS)
- Flexible Asset Maintenance Services (FAMS)
- Tree Removal and Pruning
- Mowing
- Federally funded

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 Delegation of Authority from VDOT Commissioner](#).

- **Commonwealth Transportation Board (CTB):** All contracts in excess of \$5 million 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
- **Chief:** Emergency authorizations, procurement approval over \$250,000.
- **District Administrator:** Emergency authorizations, procurement approval over \$250,000 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 facilities.
- **ASD Senior and Executive Procurement Manager:** All contracts to support operations up to \$3 million and all capital outlay contracts.
- **ASD Procurement Manager:** Contracts up to \$1 million and waiver of pre-bid/proposal conferences.
- **ASD Contract Officer:** Contracts up to \$500,000 and task orders over \$100,000.
- **Director, Capital Outlay Program:** Procurement approval for capital outlay construction and professional services and central office facilities. Emergency authorization for Central Office facilities.
- **Contract Administrator:** Task orders and work authorizations. Responsible for contract performance.
- **Contract Monitor:** Verify contractor performance in accordance with the terms of the contract and identify any developing deficiencies.
- **Buyers and Small Purchase Charge Card (SPCC) Holders:** Purchase transactions up to \$10,000. 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 that are also Mandatory Sources (See Section 2).

- 1.7 Ethics in Procurement and Contracting** – The *Code of Virginia* dictates a high standard of conduct for all procurement officials (identified in 1.5). All procurement officials are subject to the following *Code of Virginia* sections on ethics: “Ethics in Public Contracting” (§§ 2.2-4367 et seq.), the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.), the Virginia Governmental Frauds Act (§§18.2-498.1 et seq.), and Articles 2 (§§18.2-438 et seq.) and 3 (§§18.2-446 et seq.) of Chapter 10 of Title 18.2.

VDOT expects all procurement officials to maintain public trust at all times by conducting themselves ethically, with integrity, and in a manner above reproach. Procurement officials shall not commit acts which are improper, illegal, conflicts of interest or give the appearance of impropriety or a conflict.

To avoid conflicts of interests, procurement officials shall not:

- Fail to obtain Human Resources approval for outside employment as required by VDOT policy;
- Engage in any private or business relationship or activity that could result in a conflict of interest or could reasonably be perceived as a conflict of interest;
- Lend money to or borrow money from any VDOT vendor;
- Maintain a significant financial interest in a vendor that does business with VDOT;
- Provide inside information to potential bidders for VDOT solicitations;
- Accept trips, lodging, meals, or gifts from vendors or potential bidders;
- Accept meals, beverages, tickets to entertainment and/or sporting events or any other item from vendors or potential bidders which could be construed as having more than a nominal value.

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 \$10,000. Districts or Divisions must purchase goods greater than \$10,000 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 the SPCC Program 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 the SPCC to purchase goods from a mandatory use contract up to \$10,000 with the SPCC. Districts or Divisions must purchase goods greater than \$10,000 via a purchase order in Cardinal. The contract number and expiration date must be documented and entered into the PO reference field (see 2A).

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 the SPCC or voucher. For more information refer to the SPCC Program 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](#).

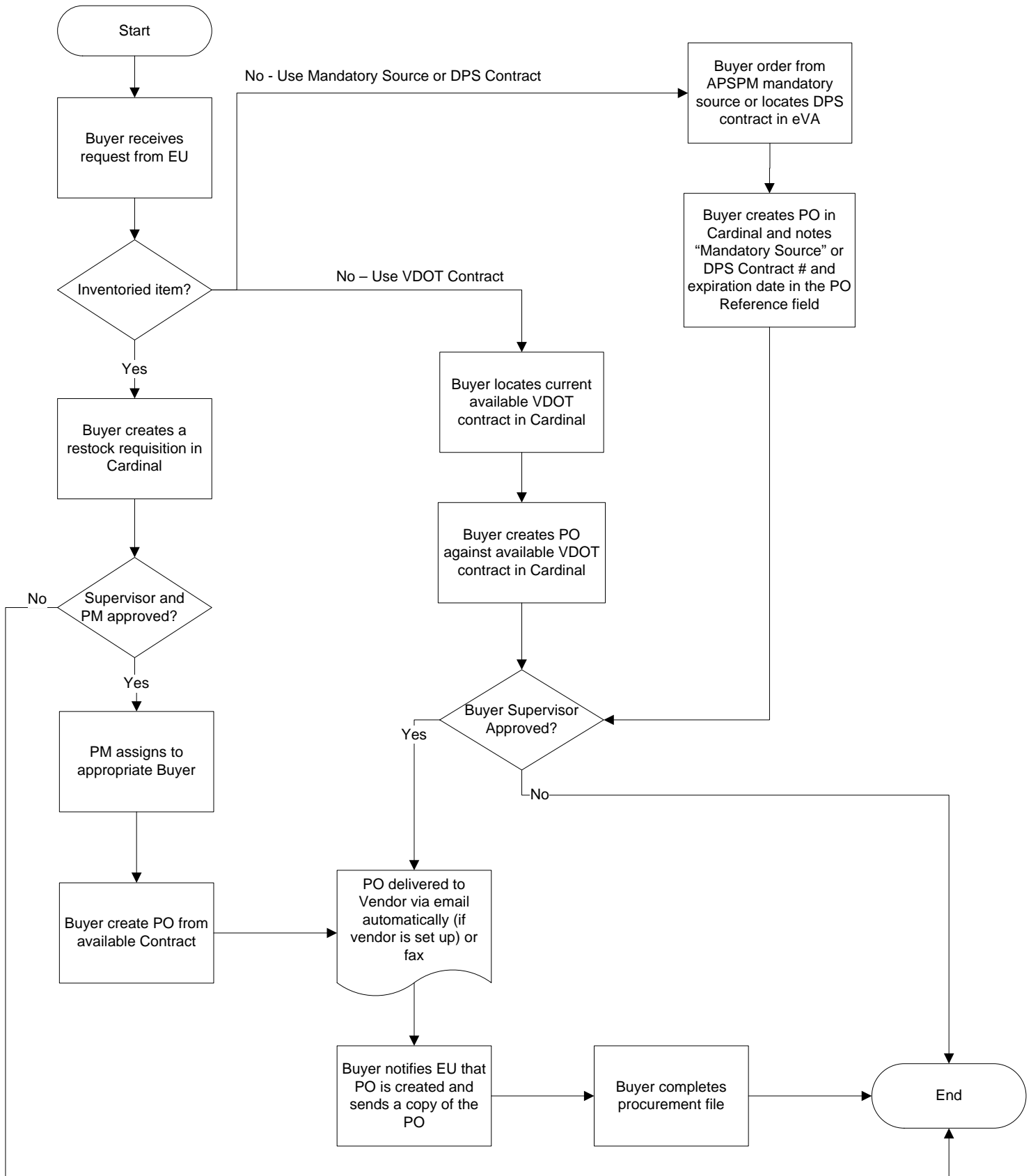
- iii. **Integrated Supply Service Program (ISSP)** – The Virginia Department of Transportation has entered into a contract with Management Consulting, Inc. (MANCON) to provide Warehousing Services to include inventory management, procurement, receipt, delivery, and warehousing of equipment repair parts and maintenance materials as well as road maintenance materials for all nine districts. MANCON utilizes the VDC, VIB and other State Mandatory Contracts to meet VDOT's needs. Detailed information about ISSP can be found [here](#).
- 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.

Virginia Distribution Center (VDC) has granted a waiver for VDOT to purchase pre-packaged food up to \$500.00 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 \$10,000, 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. *E-signatures are acceptable.

(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) *E-signatures are acceptable

(b) IFB Checklist Form ASD-06 (eff.8/19-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 RFP procurement files and files will be prepared in accordance with the applicable checklist. Proprietary information in the file should be segregated and labeled accordingly to ensure information is not disclosed in error (Reference APSPM 3.18). 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 Senior 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](#). The job aid for data entry and reporting is located on the Sharepoint Site at: [ASD Contracts Repository Job Aid](#).
- 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 the small business subcontracting plan requirement 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 month 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 (c)
- (b) SPCC purchases from mandatory sources or DPS contracts up to \$10,000
- (c) SPCC purchases for goods up to \$10,000 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 changed or modified and in accordance with the *APSPM*. Approvals must be received in advance of purchases made under a change order or contract modification and must include a justification for the change.

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.

- 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 task order or work order should reference the established contract number so that the terms, conditions and pricing of the contract apply to 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 signed 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. If a change is made to increase the value of a task order or work order with an original dollar value over \$100,000, the change must be reviewed and signed by the Contract Officer prior to issuance. Changes that increase the value of a task order or work order to over \$100,000 must be reviewed and initialed by the Contract Officer prior to issuance. Refer to Section 10.2.

*All signatures must be legible. E-signatures are acceptable on task orders/work orders.

- 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 Manual 20345](#).
- 3.10 Promotional Items** – VDOT's Divisions and Districts may provide promotion items for vendor fairs, outreach events or special events. Promotional items are not to be considered as gifts given at the time of retirement, service awards or similar which are handled in accordance of existing VDOT and DHRM policies.
- 3.11 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.

- 3.12 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.

- 3.13 Training Requirements for ASD Contract Officers** – ASD Contract Officers will take the following Cardinal training upon hire:

[Processing Requisitions](#) (Simulation Training starting 8/2018)

- Creating a Regular Requisition

[Processing Purchase Orders](#) (Simulation Training starting 8/2018)

- Creating a Purchase Order/Ad-Hoc
- Creating Purchase Order from a Contract
- Creating a Purchase Order Change Order

[Strategic Sourcing](#) (Simulation Training starting 8/2018)

- Entering a Strategic Sourcing Event
- Analyzing Bids/Proposals and Awarding Events

[Entering Procurement Contracts](#) (Simulation Training starting 8/2018)

- Entering a Procurement Contract
- Maintaining a Procurement Contract

- 3.14 Cardinal Contract Entry** – All contracts will be entered into Cardinal using five (5) standard categories (fixed price, requirements, non-professional services, state agency and professional consultant) with an estimated value or maximum amount. Refer to Attachment 3H Cardinal Contract Entry for ASD Contracts.

- 3.15 eVA Fuel Orders-** All eVA fuel orders will be placed by entering a requisition/order entry into eVA eMall. Please reference the [instructions](#) for eVA Fuel Orders.

Attachment 3A
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) Contract renewals over \$500,000 do not require the approval of the Director of Administrative Services.
- 3) Six Year Improvement Plan related consultant services contracts and related task orders.
- 4) Emergency procurements related to the prevention of loss of life, limb, property, or essential services.
- 5) Aggregate, asphalt, road salt, calcium chloride, magnesium chloride procurements, and statewide right of way mowing.

REQUIRED FOR all Contracts (new and renewals) if the total procurement value (award plus all possible contract renewals) is over \$100,000, unless exempted above:

- 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:

<u>PROCUREMENT VALUE</u>	<u>NEW CONTRACTS</u>	<u>RENEWALS</u>
<u>Up to \$250,000</u>	Assistant District Administrator or CO Division Administrator	Assistant District Administrator or CO Division Administrator
<u>Over \$250,000</u>	District Administrator or CO Chief	District Administrator or CO Chief
<u>Over \$500,000</u>	Director of Administrative Services Division	<u>Not Applicable</u>

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 Toya Peterson, Director of ASD with a copy to the ASD Business Coordinator.
- Central Office requests should be sent to Toya Peterson, Director of ASD with a copy to the ASD Business Coordinator.

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
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? _____

- 5) Estimated cost – for new contracts include the value of all renewal periods; for renewals include current 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? Yes ☐ No ☐

- 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) Are these goods/services procured on a Time and Materials basis? Yes ☐ No ☐

- 13) 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: _____

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

Signature Printed Name Date

District Administrator/CO Chief (over \$250,000):

Signature Printed Name Date

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

Signature Printed Name Date

**Attachment 3B
DOCUMENT TO FILE/MANAGER APPROVAL**



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

<input type="checkbox"/> Award During Protest	<input type="checkbox"/> Contract or Purchase Order Terminated for Default
<input type="checkbox"/> Award Over Delegated Procurement Authority (Contract value is calculated as initial term only)	<input type="checkbox"/> Contract Renewal Over Delegated Authority (Contract value is calculated as renewal term only)
<input type="checkbox"/> Bidder or Offeror Determined Non-Responsible	<input type="checkbox"/> Multi-District or Statewide Procurement
<input type="checkbox"/> Bidder or Offeror Determined Non-Responsive	<input type="checkbox"/> Sole Source Purchase
<input type="checkbox"/> Bidder or Offeror Mistake in Bid or Proposal	<input type="checkbox"/> Solicitation Approval (IFB or RFP only)
<input type="checkbox"/> Cancellation of Solicitation	<input type="checkbox"/> Use of Liquidated Damages Clause
<input type="checkbox"/> Change Order Exceeding 25% (Fixed price contracts or purchase orders up to \$50,000)	<input type="checkbox"/> Waiver of Informality
<input type="checkbox"/> Change Order Exceeding 25% or \$50,000 (Fixed price contracts over \$50,000)	<input type="checkbox"/> Waiver of Posting of the Notice of Intent to Award
<input type="checkbox"/> Contract Cancellation	<input type="checkbox"/> Waiver of Pre-Bid/Proposal Conference
<input type="checkbox"/> Proprietary/Brand Name Specifications	<input type="checkbox"/> No Award – see Approvals Required
<input type="checkbox"/> Other	<input type="checkbox"/> Contract Value (max or estimate) in Cardinal Contract Panel - Confirmed

Contract Officer's Signature Date

Supervisor's Signature Date

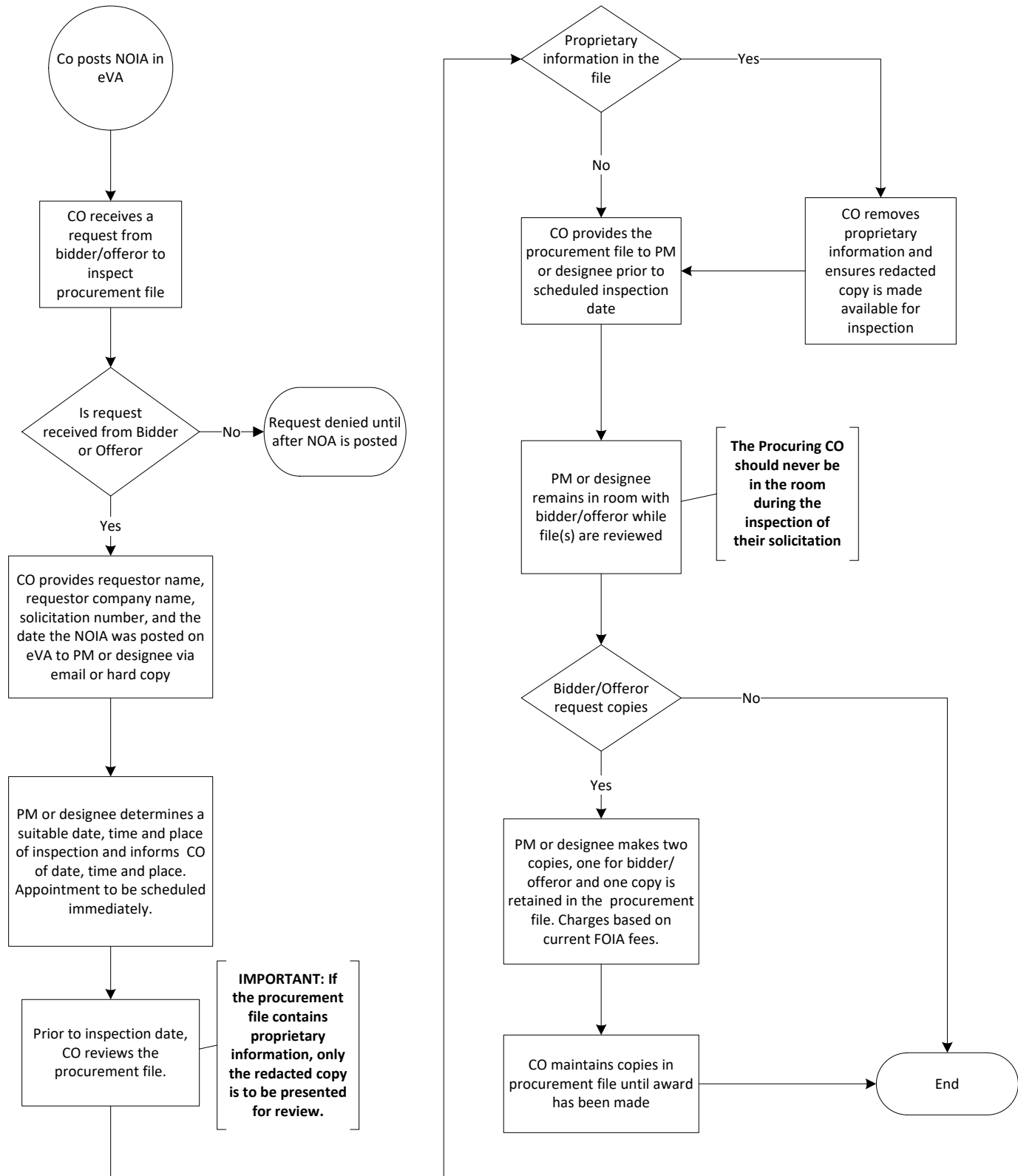
ADDITIONAL INFORMATION/COMMENTS

Senior Procurement Manager Signature (if required) Date

Director of Administrative Services Division (if required) Date

APPROVALS REQUIRED

- ☐ **Award During Protest** [(See § 2.2 4362 VPPA) (Requires approval of Procurement Manager, Senior Procurement Manager, and Director of ASD)]
- ☐ **Award Over Delegated Procurement Authority (Contract value is calculated as initial term only)** (Requires approval of Procurement Manager and/or Senior Procurement Manager)
- ☐ **Bidder or Offeror Determined Non-Responsible** (Requires approval of Procurement Manager and Senior Procurement Manager)
- ☐ **Bidder or Offeror Determined Non-Responsive** (Requires approval of Procurement Manager and Senior Procurement Manager)
- ☐ **Bidder or Offeror Mistake in Bid or Proposal** (Requires approval of Procurement Manager)
- ☐ **Cancellation of Solicitation** (Requires approval of Procurement Manager and Senior Procurement Manager for Quick Quotes and ASD Director for all others)
- ☐ **Change Order or Modification Exceeding 25% (Fixed price contract or purchase order up to \$50,000)** (Requires approval of Procurement Manager, Senior Procurement Manager and ASD Director)
- ☐ **Change Order or Modification Exceeding 25% or \$50,000 (Fixed price contracts over \$50,000)** (Requires approval of Procurement Manager, Senior Procurement Manager, ASD Director, Commissioner or Designee, and DPS)
- ☐ **Contract Cancellation** (Requires approval of Procurement Manager and Senior Procurement Manager)
- ☐ **Contract or Purchase Order Terminated for Default** (Requires approval of Procurement Manager, Senior Procurement Manager and ASD Director)
- ☐ **Contract Renewal over Delegated Authority (Contract value is calculated as renewal term only)** (Requires approval of Procurement Manager and/or Senior Procurement Manager)
- ☐ **Multi-district or Statewide Procurement** (Requires approval of all affected Procurement Managers prior to advertisement and award unless the commodity is exempt via ASD-15)
- ☐ **No Award –No Bids Received** (Requires signature of Procurement Manager)
- ☐ **No Award – All Bids Evaluated** (Requires approval of Procurement Manager)
- ☐ **Proprietary/Brand Name Specifications** (Requires Requestor's justification and approval of Procurement Manager)
- ☐ **Sole Source Purchase** (If under \$50,000 Director of ASD and if above \$50,000 Chief of Administration then DPS)
- ☐ **Solicitation Approval (IFB or RFP only)** (Requires approval of Procurement Manager or Senior Procurement Manager)
- ☐ **Use of Liquidated Damage Clause** (Requires approval of Procurement Manager)
- ☐ **Waiver of Informality** (Requires approval of Procurement Manager and Senior Procurement Manager)
- ☐ **Waiver of Posting of the Notice of Intent to Award** (Requires approval of Procurement Manager and Senior Procurement Manager) NOTE: Not required when only one bid/proposal received or when all Bidders or Offerors receive an award.
- ☐ **Waiver of Pre-Bid/Proposal Conference** (Requires approval of Procurement Manager)
- ☐ **Contract Value (max or estimated) in Cardinal Contract Panel – Confirmed** (Required for award/renewal approvals exceeding Contract Officer's Procurement Authority)
- ☐ **Other:** Approval for other document to file actions may be required at the discretion of the Procurement Manager. Other actions include but may not be limited to the following:
 - ☐ **Addendum Approval** (Approval of Procurement Manager may be required)
 - ☐ **Contract Modification** (Approval of Procurement Manager may be required)
 - ☐ **Single Bid/Proposal Price Reasonableness** (Approval of Procurement Manager may be required)
 - ☐ **Solicitation Approval – Quick Quote** (Approval of Procurement Manager may be required)
 - ☐ **High Risk Contract Administrator Approval** (Approval of Procurement Manager may be required)
 - ☐ **Contract Administrator Approval** (Approval of Procurement Manager may be required)



Attachment 3D

SMALL BUSINESS SUBCONTRACTING PLAN WAIVER REQUEST FORM INSTRUCTIONS

ITEM	INSTRUCTION
DATE OF REQUEST	Enter the date the waiver request was submitted to the Small Business Advocate
SBSP WAIVER	Indicate if the waiver request is to remove the small business subcontracting plan from a single solicitation
ANNUAL DISTRICT WAIVER	Indicate if a request is being made to omit the small business subcontracting plan from the procurement of a specific good or service for the period of one year. This request may be the result of circumstances relevant to one or more districts but not statewide; one request can serve multiple districts. If approved the waiver will be valid starting the date approved by the Division Administrator. This waiver will be assessed after one year to determine its validity.
STATEWIDE ANNUAL WAIVER	Indicate if a request is being made to omit the small business subcontracting plan from the procurement of a specific good or service for the period of one year on a statewide basis. This request must be the result of circumstances relevant to all districts. If approved the waiver will be valid starting the date approved by the Division Administrator. This waiver will be assessed after one year to determine its validity.
SOLICITATION TITLE	Provide the name or title of the good or service being procured.
SOLICITATION #	Insert the solicitation number, if applicable.
ANTICIPATED ADVERTISEMENT DATE	Indicate when you intend to advertise the solicitation (Allow 3 business days for processing).
COMMODITY CODE	Include the NIGP code(s) associated with the goods or services being procured.
ESTIMATED VALUE	Enter the estimated dollar value of the goods or services being procured.
DISTRICT/DIVISION	Identify the district and division for which the waiver is being requested.
LOCATION/RESIDENCY	Identify the originating location and/or residency that initiated the procurement.
PROCUREMENT OFFICER	Provide the name of the procurement officer requesting the waiver.
PHONE	Provide the telephone number of the procurement officer requesting the waiver.
QUESTION 1.	Indicate if there are any subcontracting opportunities for this procurement.
QUESTION 2.	List the NIGP commodity codes that correspond with the subcontracting opportunities.
QUESTION 3.	Indicate if a search for SWaM vendors has been conducted using the NIGP code(s) for the subcontracting opportunities using the SBSD's SWaM and DBE Directory . Identify the date the search was conducted and how many SBSD certified small businesses were found as a result of the search.
QUESTION 4.	Provide your reasons for requesting the waiver. Why aren't there any or why is there a lack of subcontracting opportunities for this procurement?
RECOMMENDATIONS	The District Procurement Manager (or an assigned agent) must approve, sign and date the ASD-11 before submitting the form to the Small Business Advocate for gaining a recommendation and review by the ASD Director.

SMALL BUSINESS SUBCONTRACTING PLAN WAIVER REQUEST FORM

DATE OF REQUEST:

SBSP WAIVER: ☐

ANNUAL DISTRICT WAIVER: ☐

STATEWIDE ANNUAL WAIVER: ☐

SOLICITATION TITLE/DESCRIPTION:

SOLICITATION#:

ANTICIPATED ADVERTISEMENT DATE:

COMMODITY CODE:

ESTIMATED VALUE:

DISTRICT/DIVISION:

LOCATION/RESIDENCY:

PROCUREMENT OFFICER:

PHONE:

1. Does any subcontracting opportunities exist for this solicitation? Select Yes or No.
If No, proceed to question 4.

2. If yes, please list with corresponding commodity code(s).

Subcontracting Opportunity Description	Commodity Code(s)
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

3. Have you performed a search on [SBSD's SWaM and DBE Directory](#) for vendors registered in the commodity code(s) for subcontracting opportunities identified in #2? (Y/N)

Search date:

How many identified?

4. What is/are the reason(s) for lack of subcontracting opportunities for which you are requesting a Small Business Subcontracting Plan waiver?

Procurement Officer Signature:

Date:

Procurement Manager Recommendation:

Approve ☐

Deny ☐

Signature:

Date:

Comments:

Small Business Advocate Recommendation:

Approve ☐

Deny ☐

Signature:

Date:

Comments:

Division Administrator:

Approve ☐

Deny ☐

Signature:

Date:

Comments:

Attachment 3E

DELETED

Attachment 3F
Equipment Shop Purchases

Rev.8/20

	Payment Type	Location	Invoice Amount	Details
1.	Small Purchase Credit Card (SPCC)	Storefront Over The Counter (OTC) or VDOT Location	<u>Up to</u> \$10,000.00	<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>Up to</u> \$10,000.00	<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> \$10,000.00	<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.

ATTACHMENT 3H

CARDINAL CONTRACT ENTRY for ASD PROCUREMENT

Revised 5/7/18

CONTRACT TYPE	FIXED PRICE	REQUIREMENTS	NON-PROFESSIONAL SERVICES	STATE AGENCY	PROFESSIONAL - CONSULTANT
MAXIMUM AMOUNT*	Total Bid or Negotiated Price			Contract Term Price	Total Negotiated Price
MODIFICATION / CHANGE ORDER	Increase/Decrease as required			Increase/Decrease as required	Increase/Decrease as required
RENEWALS	Increase for next term, if applicable				Increase for next term, if applicable
ESTIMATED VALUE*		Contract Term Bid or Negotiated Price	Contract Term Bid or Negotiated Price	Contract Term Price	
MODIFICATION / CHANGE ORDER		Increase/Decrease as required	Increase/Decrease as required	Increase/Decrease as required	
RENEWALS		Increase for next term	Increase for next term	Increase for next term	
EXAMPLES	Janitorial, Trash Pickup, Software Maintenance, Facilities Construction, Floor Mats, Pesticides	Equipment with Operator, Just In Time, Traffic Control, Mowing, FOB Asphalt, FOB Stone, (ex. Workorder contracts) **Revenue Generating	Adjunct Bench, Environmental Consultants (ex. Taskorder contracts)	Ecological Studies, Archeological Consulting	Architects Engineers, Medical

All contracts must have the Contract Administrator entered in Cardinal and the Contract Repository.

* Example Using Estimated Value:

Contract term is one year with two, one-year renewals. Quantities bid was based on one year. Price bid was \$150,000 which should be entered as Estimated Value. At the end of the year, usage report is run and \$125,000 spent. Next term is estimated at \$"X" based on Form ASD-36 submitted by the Contract Administrator at renewal. New Estimated Value would be \$125,000 plus the estimate submitted on the ASD-36. Each renewal, the next term value will be added to prior year(s) usage to update the Estimated Value in Cardinal.

If the bid or negotiated price doesn't have quantities, use estimate from End User or ASD-15 to update the Estimated Value in Cardinal at award. For renewals, use the ASD-36 and the steps noted above.

* Example Using Maximum Amount:

Fixed Price: Total Amount Bid or Negotiated, Increases or Decreases based on Change Order or Modification. If renewal, add subsequent term value to maximum amount (i.e., Professional Services add \$1,000,000 per year at renewal).

Hybrid: Fixed Price with a Requirements Component (very limited use mostly on statewide contracts)

Must be two Cardinal Contracts (Monthly Payment contract will be the primary contract number)

Examples: Integrated Supply Services Program (ISSP), Bundle Interstate Maintenance Services (BIMS), Operation Center and Safety Service Patrol (TOC/SSP)

District Hybrid Contracts: Contract Type determined by majority of expenditure

(ex. montly fixed price component exceeds requirements component = fixed price; requirements component exceeds fixed price component = requirements)

**Revenue Generating

Estimated Value and Maximum Amount = 0

Secondary Contracts

Requirements - Estimated value and maximum value = 0

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-eligible, in whole or part, have additional requirements and approvals. Refer to Federal Funding Procedures in Attachments 4C-1, 4C-2, and 4C-3.
- (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 be accessed at this link: [ASD Contract Templates](#).
- (d) **Contract Types**
- i. **High Risk Contracts**- any public contract with a state public body for the procurement of goods, services, insurance, or construction as defined by APSPM 3.1. Refer to High Risk Contract Attachment 4G.
 - ii. **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”.

- iii. **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 Assistant District Administrator or Central Office Division Administrator, up to \$250,000, and the District Administrator or Central Office Division Chief, up to \$500,000. The written approval (ASD-15) will be part of the procurement file documentation.
- iv. **Just in Time Delivery Contracts (JIT)** – A contracting strategy to reduce inventory costs and improve efficiency by timing the purchase and delivery of goods and consumables at the time and location needed. Sample consumables include aggregates, concrete, bridge timbers, asphalt, pipe, sign posts, etc. More information and options for JIT contract scenarios can be found here: [Just In Time Delivery](#)
- v. **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.

- vi. **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 ISSP 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** – District 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 local 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 to Award and provide the following information: Contractor Name, physical address, email address, telephone number, and Contact person.

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-eligible contracts, print documentation from website and include in procurement file.

The state debarment, enjoinder prohibited listing can be accessed here:

[eVA Debarment List](#)

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 \$10,000 and contract is not in Cardinal

Quick Quote

Used for non-contract items with threshold limit over \$10,000 - \$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:				
		Name	Dept. ID:	
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:				



Goods and Services FEDERAL FUNDING PROCEDURES

Utilizing federal funds

To be used for goods or services contracts that are for reimbursement.

End User Completes Steps 1 – 7 to Begin Process

1. End User (EU) determines work is a federally eligible project and funding is available; then completes the ASD-15 Procurement Approval Request Form (if applicable)
2. EU works with District Project Investment Management (PIM) office to establish a Universal Project Code (UPC).
3. EU updates Project Pool and Integrated Project Management System (iPM), and obtains Environmental and Right Of Way clearance, if applicable. (See attached Federal Criteria Sheet and Checklist)
4. District EU will work with the District PIM and FHWA. FPMD and ASO CO will support, as needed. EU submits "Scope of Work" or "Statement of Needs" to the Federal Highway Administration (FHWA) for preliminary review and final eligibility and participation concurrence. FHWA provides written email confirmation of concurrence. NOTE: This is **NOT** permission to advertise the project. **Permission to advertise is obtained on Step 12.**
5. EU contacts the Federal Programs Management Division (FPMD) providing UPC to request a federal project number based on approved "Scope of Work" or "Statement of Needs"
6. The EU develops and uploads budget estimate via the Project Cost Estimating System (PCES).
7. 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" (Word Document)
 - d. FHWA concurrence e-mail.
 - e. Detailed Estimate Summary
 - i. Detailed Estimated Summary should identify cost by work code type. [FPMD Detailed Cost Estimate](#)
 - f. Detailed Engineer's Estimate (if available).
 - g. Federal Criteria Sheet and supporting documentation.
 - i. Federal Criteria Sheet demonstrates federal requirements are satisfied. [Federal Criteria Sheet](#)

** Locality Projects: Will be received through Construction Division (CD). ASD will review the solicitation to ensure State and Federal requirements have been met and inform the CD/District of any missing Federal forms that are required for the solicitation.*

ASD Procurement Process Begins

8. ASD Senior Procurement Manager (SPM) or Procurement Manager (PM) assigns a Contract Officer (CO) to handle the procurement.

Ensure solicitation documents are free of a requirement for the Offeror/Bidder/Contractor to obtain a license before submission of a bid or before the bid may be considered for award of a contract.

9. ASD CO forwards detailed scope of work or statement of needs, estimated cost of procurement, and Detailed Engineer's Estimate (if available) to the Civil Rights Division (CRD) for Disadvantaged Business Enterprise (DBE) goal determination and a list of required documents/forms to include in the solicitation. The ASD CO works with the EU to develop and finalize the solicitation while waiting for CRD response.

**Locality Projects - DBE Goals will be set by the District Civil Rights Manager.*

10. 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.

Civil Rights Forms and Provisions:

[Civil Rights Division](#)

11. Add Construction forms C-104-Bidder Statement, C-105-Bidder Certification, FHWA-1273, Required Contract Provisions Federal Aid Construction Contracts, and if applicable S102CF-Use of Domestic Material (for Commodities that are predominately Steel & Iron) Forms can be found on the below Construction Division link.

Construction Forms and Provisions:

[Construction Division](#)

[FHWA - 1273 form](#)

Below are some helpful links to federal forms/guidelines.

[FHWA Core Curriculum Manual](#)

[Buy America FHWA PowerPoint Presentation](#)

12. Federal authorization requirement:
 - ASD CO submits Detailed Estimate Summary and the Federal Criteria Sheet to FPMD with copy to EU to request authorization for advertisement from FHWA. (*Includes Locality Projects)
 - FPMD reviews request and processes for submittal to FHWA for authorization approval.
 - FHWA reviews authorization request and approves in FMIS.

- FPMD notifies ASD CO of authorization approval for advertisement via e-mail, providing a copy of approval in the form of the Federal –Aid Project Agreement.
 - a. Note: FMIS data automatically downloads authorization approval date into the Project Pool.
- If addendum/revision is required due to change in scope of work/cost increase:
 - EU ensures funding is available based on revised TEC, if applicable.
 - EU notifies ASD CO and FPMD of change of scope and/or revised total estimated cost (TEC) and updates project pool accordingly.
 - FPMD determines if modified agreement is required
 - If modified agreement is required, FPMD will process modified federal agreement
 - Upon FHWA approval, FPMD to provide approved copy to ASD CO

ASD Receives Bids/Proposals

13. ASD CO receives and reviews bids/proposals. Verify debarment/suspension status of prime and all subcontractors on the [Systems for Award Management](#) site. Print findings and include in the procurement file.
14. For solicitations with a DBE goal, the IFB bid package of apparent lowest responsive, responsible bidder, and for all RFP and 2-step IFBs, ASD CO sends all DBE/SWaM Subcontracting Plans to CRD for evaluation.
15. CRD reviews DBE goal documents and provides results of DBE evaluation to ASD CO.
16. ASD CO notifies bidder/offeror if bid/proposal does not meet DBE goal or demonstrate good efforts.
 - Bidder/Offeror must notify ASD CO within five (5) business days if they wish to proceed with reconsideration administrative panel hearing.
 - 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.
17. 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. (This should be done at the same time as CRD's review)
18. ASD CO continues the procurement process for RFP and 2-step IFBs, until completion but prior to award.
19. ASD CO verifies funding with EU. The EU approves lowest responsive, responsible bidder or selected offeror. If award value exceeds the amount on the Detailed Estimate Summary, EU will certify that funds are available to award.

20. ASD CO posts the Notice of Intent to Award (NOIA) in eVA. (If CTB approval is required, note on the NOIA that award is contingent upon CTB approval).
21. ASD CO requests the Title VI Evaluation Report (if not on file) from Offeror(s)/Bidder(s) and submits evaluation documentation to CRD (if applicable).
22. If CTB Approval is necessary, EU submits a narrative to recommend the award of the project and to request to be added to the CTB Agenda.
23. ASD CO Award Process:
 - ASD CO posts Notice of Award in eVA and notifies EU and FPMD
 - EU submits a revised Detailed Estimate Summary based on award (broken out by work type code) to ASD CO.
 - ASD CO submits revised Detailed Estimate Summary based on award to FPMD.
 - FPMD processes award approval via FMIS for submittal to FHWA.
 - FHWA reviews and approves.
 - FPMD provides ASD CO with approved modified Federal-Aid Project Agreement based on award.

*(*Includes Locality Projects if information is received from CD)*

Note: ASD CO may award after 10 day NOIA period, with the exception of contracts that require CTB approval.

24. If CTB approves the award, ASD will award the contract. If CTB rejects award, ASD makes adjustments required and EU resubmits for CTB approval.
25. Post Award – If Contract modification is required, contact ASD CO.

Key:

ADME – Assistant District Maintenance Engineer
ASD – Administrative Services Division
ASD CO- Administrative Services Division Contract Officer
CFO – Chief Financial Officer
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
PM – Procurement Manager
PMD – Program Management Division
PE- Preliminary Engineering
PIM – Project Investment Management Office
RFP – Request for Proposal
ROBA – Regional Operations Business Admin
SA – SWaM Advocate
SBSP – Small Business Subcontracting Plan
SPM – Senior Procurement Manager
SWaM – Small, Woman, and Minority
SYP- Six Year Plan
TEC – Total Estimate Cost
UPC – Universal Project Code

DETAILED COST ESTIMATE

Date

PRELIMINARY COST SUMMARY

D08

District (Counties)

Scope of Work

PROJECT #

UPC #

FEDERAL #

TYPE CODE

TOTAL COST

FHWA
FUNDS

\$0.00

\$0.00 -

TOTAL OF ESTIMATE

\$0.00

\$0.00

To be updated by EU

FEDERAL CRITERIA SHEET**ASD****GOODS AND SERVICES****VDOT STATE PROJECT#:****FEDERAL PROJECT #:****UPC:**

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.
 - NEPA (xxx) Doc – xx/xx/xxxx (date of approval)
 - Re-evaluation – xx/xx/xxxx (date of approval; re-evaluation required if NEPA approval date is more than 3 years old)
 - EQ-103 – xx/xx/xxxx (date of approval)
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 _____ (I, II, or III) dated xx/xx/xxxx (approval date).
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 Projects Bidding documents ((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 Forms **EQ103** and 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)
 - d. FHWA – 1273 form, Required Contract Provisions Federal Aid Construction Contracts
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)
Current Estimate (Uploaded into PCES)

**Contract Provision for Federal-aid ASD Solicitation for Contracts
Forms Required by FHWA and VDOT**

Document	Regulation	Goods and Services	
		Goal	No Goals
Disadvantage Business Enterprise Policy	49 CFR 26.23	•	•
Equal Employment Opportunity Clause (non-construction contracts)	41 CFR 60 – 1.4 (a)	•	•
FHWA 1273 – FHWA Required Contract Provisions	23 CFR 633.102	•	•
Title VI Non-Discrimination Assurance Clause	Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4)	•	•
USDOT 1050.2A Appendix A	Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4)	•	•
USDOT 1050.2 Appendix E	Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4)	•	•
Form C-111 – Minimum DBE Requirements	VDOT Special Provision 107.15	•	
Form C-112 – Certification of Binding Agreement	VDOT Special Provision 107.15	•	
Form C-48 – Subcontractor/Supplier Solicitation and Utilization Form	VDOT Special Provision 107.15	•	
Form C-49 – DBE Good Faith Efforts Documentation	VDOT Special Provision 107.15	•	
Firm Data Sheet	VDOT Special Provision 107.15		•
Title VI Evaluation Report	USDOT Order 1000.12	•	•
DBE/SWaM Subcontracting Plan	ASD Requirement	•	•
Form C-63 – DBE/SWaM Payment Compliance Report	VDOT Special Provision 107.15	•	•
Special Provision 107.15 – Use of DBE Firms on Federally Funded Projects (State DOT contract provisions based on federal 49 CFR26	49 CFR Part 26	•	



Services for Projects (Task Orders) FEDERAL FUNDING PROCEDURES

To be used for Task Order Requirement Type contracts. For Federal Funding projects that already has a UPC or will have a UPC in the future. This type of contract is normally used for Consulting Service.

End User Completes Steps 1 – 6 to Begin Process

1. End User (EU) determines work is federally eligible; then completes the ASD-15 Procurement Approval Request Form (if applicable)
2. EU submits “Scope of Work” or “Statement of Needs” to the Federal Highway Administration (FHWA) for preliminary review, eligibility and participation concurrence.
3. FHWA provides written email response. NOTE: This is **NOT** permission to advertise the project. **Permission to advertise is obtained on Step 11.**
4. EU contacts the Federal Programs Management Division (FPMD) providing UPC to request a federal project number based on approved “Scope of Work” or “Statement of Needs”
5. The EU develops and uploads budget estimate via the Project Cost Estimating System (PCES).
6. 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” (Word Document)
 - d. FHWA concurrence e-mail.
 - e. Detailed Estimate Summary
 - i. Detailed Estimate Summary (identifying work type code).
[Detailed Cost Estimate](#)
 - f. Detailed Engineer’s Estimate (if available).
 - g. Federal Criteria Sheet and supporting documentation
 - i. Federal Criteria Sheet demonstrates federal requirements are met
[Federal Criteria Sheet](#)

ASD Procurement Process Begins

7. ASD Senior Procurement Manager (SPM) or Procurement Manager (PM) assigns a Contract Officer (CO) to handle the procurement.

8. ASD CO forwards detailed scope of work or statement of needs, estimated cost of procurement, and Detailed Engineer's Estimate (if available) to the Civil Rights Division (CRD) for Disadvantaged Business Enterprise (DBE) goal determination and a list of required documents/forms to include in the solicitation. The ASD CO works with the EU to develop and finalize the solicitation while waiting for CRD response.
9. 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.

Civil Rights Forms and Provisions:

[Civil Rights Division](#)

10. Add Construction forms C-104-Bidder Statement, C-105-Bidder Certification, FHWA1273, Required Contract Provisions Federal Aid Construction Contracts, and if applicable S102CF-Use of Domestic Material (for Commodities that are predominately Steel & Iron) Forms can be found on the below Construction Division link.

Construction Forms and Provisions:

[Construction Division](#)

[FHWA - 1273 form](#)

Below are some helpful links to federal forms/guidelines.

[FHWA Core Curriculum Manual](#)

[Buy America FHWA PowerPoint Presentation](#)

11. Federal authorization requirements:
 - ASD CO submits Detailed Estimate Summary and the Federal Criteria Sheet to FPMD with copy to EU to request authorization for advertisement from FHWA.
 - FPMD reviews request and processes for submittal to FHWA for authorization approval.
 - FHWA reviews authorization request and approves in FMIS.
 - FPMD notifies ASD CO of authorization approval for advertisement via e-mail, providing a copy of approval in the form of the Federal-Aid Project Agreement.
 - a. Note: FMIS data automatically downloads authorization approval date into the Project Pool.
 - b. **UPON AUTHORIZATION APPROVAL FOR SERVICE CONTRACT AUTHORIZATION, REQUESTS FOR AUTHORIZATION FOR INDIVIDUAL/SITE SPECIFIC UPCs/TASK ORDERS ARE TO BE SUBMITTED TO CONSTRUCTION DIVISION, WHOM WORKS WITH FPMD TO SECURE SITE SPECIFIC AUTHORIZATION APPROVAL**

- If addendum/revision is required due to change in scope of work/cost increase:
 - EU ensures funding is available based on revised TEC, if applicable. EU notifies ASD CO and FPMD of change of scope and/or revised total estimated cost (TEC) and updates project pool accordingly
 - FPMD determines if modified agreement is required
 - If modified agreement is required, FPMD will process modified federal agreement
 - Upon FHWA approval, FPMD to notify ASD; as well as provide copy

ASD Receives Bids/Proposals

12. ASD CO receives and reviews bids/proposals. Verify debarment/suspension status of prime and all subcontractors on the [Systems for Award Management](#) site. Print findings and include in the procurement file.
13. For solicitations with a DBE goal, the IFB bid package of apparent lowest responsive, responsible bidder, and for all RFP and 2-step IFBs, ASD CO sends all DBE/SWaM Subcontracting Plan to CRD for evaluation.
14. CRD reviews bids/proposals and provides results of DBE evaluation to ASD CO.
15. 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.
16. ASD CO notifies bidder/offeror if bid/proposal does not meet DBE goal or demonstrate good efforts.
 - Bidder/Offeror must notify ASD CO within five (5) business days if they wish to proceed with reconsideration administrative panel hearing.
 - 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.
17. For RFP and 2-step IFBs, ASD CO meets with evaluation team and conducts oral presentations (RFP) and/or negotiation sessions as needed.
18. ASD CO verifies funding with EU. The EU approves lowest responsive, responsible bidder or selected offeror. If award value exceeds the amount on the Detailed Estimate Summary, EU will certify that funds are available to award.

ASD Award

19. ASD CO posts the Notice of Intent to Award (NOIA) in eVA. (If CTB approval is required, note on the NOIA that award is contingent upon CTB approval)
20. ASD CO requests the Title VI Evaluation Report (if not on file) from Offeror(s) and submits evaluation documentation to CRD (if applicable)

If CTB Approval is necessary, EU submits a narrative to recommend the award of the project and to request to be added to the CTB Agenda.

- ASD CO Award Process:
 1. ASD CO posts Notice of Award in eVA and notifies EU and FPMD
 2. EU submits a revised Detailed Estimate Summary based on award (broken out by work type code) to ASD CO
 3. ASD CO submits revised Detailed Estimate Summary based on award to FPMD
 4. FPMD processes award approval via FMIS for submittal to FHWA 5. FHWA reviews and approves
 6. FPMD provides ASD CO with approved modified Federal-Aid Project Agreement based on award

Note: ASD CO may award after 10 day NOIA period, with the exception of the CTB.

If CTB approves the award, the ASD CO will award the contract. If CTB rejects award, ASD makes adjustments required and EU resubmits for CTB approval.

Post Award – If Contract modification is necessary, contact ASD CO.

Key:

ADME – Assistant District Maintenance Engineer
ASD – Administrative Services Division
ASD CO- Administrative Services Division Contract Officer
CFO – Chief Financial Officer
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
PM – Procurement Manager
PMD – Program Management Division
PE- Preliminary Engineering
PIM – Project Investment Management Office
RFP – Request for Proposal
ROBA – Regional Operations Business Admin
SA – SWaM Advocate
SBSP – Small Business Subcontracting Plan
SPM – Senior Procurement Manager
SWaM – Small, Woman, and Minority
SYP- Six Year Plan
TEC – Total Estimate Cost
UPC – Universal Project Code

DETAILED COST ESTIMATE**Date****PRELIMINARY COST SUMMARY****D08**

District (Counties)

Scope of Work

PROJECT #

UPC #

FEDERAL #

TYPE CODE**TOTAL COST****FHWA
FUNDS**

\$0.00

\$0.00 -

TOTAL OF ESTIMATE

\$0.00

\$0.00

To be updated by EU

**FEDERAL CRITERIA SHEET
ASD SERVICES FOR ESTABLISHED PROJECTS**

VDOT STATE PROJECT#:

FEDERAL PROJECT #:

UPC:

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.
 - NEPA (xxx) Doc—xx/xx/xx (date of approval)
 - Re-evaluation – xx/xx/xx (date of approval; re-evaluation required if NEPA approval date is more than 3 years old) ☐ EQ-103 – xx/xx/xx (date of approval)
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 ____ (I, II, or III) dated xx/xx/xx (approval date)
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 Forms **EQ103** and 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) Current Estimate (Uploaded into PCES)

**Contract Provision for Federal-aid ASD Solicitation for Contracts
Forms Required by FHWA and VDOT**

Document	Regulation	Goods and Services	
		Goal	No Goals
Disadvantage Business Enterprise Policy	49 CFR 26.23	•	•
Equal Employment Opportunity Clause (non-construction contracts)	41 CFR 60 – 1.4 (a)	•	•
FHWA 1273 – FHWA Required Contract Provisions	23 CFR 633.102	•	•
Title VI Non-Discrimination Assurance Clause	Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4)	•	•
USDOT 1050.2A Appendix A	Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4)	•	•
USDOT 1050.2 Appendix E	Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4)	•	•
Form C-111 – Minimum DBE Requirements	VDOT Special Provision 107.15	•	
Form C-112 – Certification of Binding Agreement	VDOT Special Provision 107.15	•	
Form C-48 – Subcontractor/Supplier Solicitation and Utilization Form	VDOT Special Provision 107.15	•	
Form C-49 – DBE Good Faith Efforts Documentation	VDOT Special Provision 107.15	•	
Firm Data Sheet	VDOT Special Provision 107.15		•
Title VI Evaluation Report	USDOT Order 1000.12	•	•
DBE/SWaM Subcontracting Plan	ASD Requirement	•	•
Form C-63 – DBE/SWaM Payment Compliance Report	VDOT Special Provision 107.15	•	•
Special Provision 107.15 – Use of DBE Firms on Federally Funded Projects (State DOT contract provisions based on federal 49 CFR26	49 CFR Part 26	•	



FEDERAL FUNDING PROCEDURES: Virginia Transportation Research Council (VTRC) Goods & Services
Administrative Services Division (ASD) Invitation for Bids (IFB)/Request for Proposals (RFP) Utilizing Federal Funds.

Items 1-10 are to be completed by VTRC.

Establish a UPC and a Federal Agreement Number:

1. VTRC Administration determines work is federally-eligible and funding is available.

State Planning and Research (SPR) Projects	Prior to each fiscal year (FY), VTRC submits a <i>SPR Budget Worksheet</i> to FHWA, outlining the SPR projects to begin that FY.
Applied Research Projects	Prior to the initiation of an Applied Research project, VTRC submits the project proposal for FHWA for review and approval.
Technical Assistance (TA) Projects	VTRC has received written, blanket-approval from FHWA to initiate TA projects as needed.

- Note: In each instance described above, VTRC receives (or has received, in regard to the blanket-approval for TA projects) written email confirmation on concurrence from FHWA.
 - Note: This is **NOT** permission to advertise the project.
2. VTRC Primary Investigator (PI) submits a *Project Initiation Form* (PIF) and a *Detailed Project Budget* to VTRC Administration.
 - If a project requires Commonwealth Transportation Board (CTB) approval, CTB approval must be received before the project is initiated.
 3. VTRC Administration defines a new project in Cardinal and establishes a Universal Project Code (UPC).
 - Beyond VTRC – Fiscal Division sets project status to *Budget*, Financial Planning completes a budget journal, and Fiscal Division sets project status to *Open*.
 4. VTRC Business Analyst (BA) ensures federal funding is available by reviewing available balances on federal program codes via the FMISW10A report (i.e., as defined by an Allocation Memorandum from FHWA, or otherwise, the earliest apportioned funding is used first).
 5. VTRC BA establishes a federal agreement in FHWA's Fiscal Management Information System (FMIS), linking the UPC to a federal project number, and requests federal authorization approval.
 6. Upon receiving federal authorization approval, VTRC BA submits a *Detailed Estimate Summary Form* to Fiscal Division.

7. VTRC PI submits a completed and approved [R-386 Procurement Requisition Form](#) to the VTRC Procurement Officer (PO).
 - Form R-386 includes: Cardinal charge code, description and purpose of goods/services requested, and vendor quotes.
8. VTRC Administration or PI provides to the VTRC PO documentation of federal authorization for the purchase (i.e., Federal-Aid Project Agreement (FMISD06A) and written confirmation on concurrence from FHWA).
9. VTRC PI submits to the VTRC PO a *Request for Bid Spec Sheet*.
 - Sheet includes: Purpose of goods/services requested, scope of work (specific to the procurement request) to include technical specification requirements, minimum features of goods/services, price, and delivery requirements.
10. VTRC PO enters a requisition into Cardinal, attaching and submitting the following documentation to ASD, for approval.
 - [Form R-386 Procurement Requisition](#)
 - Request for Bid Spec Sheet
 - [Form ASD-15 Procurement Approval Request](#) (if applicable – i.e., value is >\$100K)
 - [Form ASD-30 Supplement Form for Requisition](#)
 - FHWA Concurrence
 - Federal-Aid Project Agreement (FMISD06A)

ASD Procurement Process Begins:

11. ASD Senior Procurement Manager (SPM) or Procurement Manager (PM) assigns a Contract Officer (CO) to handle the procurement.
12. ASD CO forwards the detailed scope of work or statement of needs (i.e., contained in VTRC's *Form R-386 Procurement Requisition*) and estimated cost of procurement, to the Civil Rights Division (CRD) for Disadvantaged Business Enterprise (DBE) goal determination and a list of required documents. The CO works with the VTRC PO and PI to develop and finalize the solicitation while waiting for CRD's response.
13. CRD forwards to 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 links below.
 - ***Civil Rights Division Forms and Provisions:***
[Civil Rights Division](#)
14. Add Construction forms C-104-Bidder Statement, C-105-Bidder Certification and if applicable S102CF-Use of Domestic Material (for Commodities that are predominately Steel & Iron) Forms can be found on the below Construction Division link.

Construction Forms and Provisions:
[Construction Division](#)

To be added to all solicitations

[FHWA1273 form](#)

[Buy America FHWA PowerPoint Presentation](#)

Below are some helpful links to federal forms/guidelines.

[FHWA Core Curriculum Manual](#)

[Buy America FHWA PowerPoint Presentation](#)

15. If an addendum or revision is required due to a change in the scope of work or a cost increase:
 - VTRC PO will notify ASD CO of the change in scope and/or the revised total estimated cost (TEC).
 - VTRC BA will ensure funding is available based on the revised TEC.
 - If applicable, VTRC BA will execute a modified federal-aid agreement and will submit a revised *Detailed Estimate Summary Form* to Fiscal Division.
 - If applicable, VTRC PO or PI will notify ASD CO and submit a copy of the modification to the federal-aid agreement.
16. ASD CO receives and reviews bids/proposals and verifies the debarment/suspension status of the prime and all subcontractors on the [System for Award Management](#) website. ASD CO prints its findings to include in the procurement file.
17. For all IFBs, RFPs, and 2-step IFBs with a DBE goal, ASD CO sends proposals/bids to CRD for evaluation.
18. For all RFPs and 2-step IFBs, ASD CO sends all SWaM attachments, the signature page, and cost (if applicable) to the SWaM Advocate (SA) for evaluation and scoring.
 - SA provides scoring for SWaM evaluation to the ASD CO.
19. CRD reviews bids/proposals and provides results of the DBE evaluation to ASD CO.
20. ASD CO notifies a bidder/offeror if their bid/proposal does not meet the DBE goal.
 - CRD schedules a Good Faith Effort (GFE) Panel Hearing as required.
 - CRD communicates the panel decision to ASD CO.
 - If the GFE is met, ASD CO will proceed; otherwise, the bid/proposal is determined to be nonresponsive/rejected, and CO evaluates the next bidder/offeror.
21. For RFPs and 2-step IFBs, ASD CO meets with an evaluation team and conducts oral presentations and/or negotiation sessions as needed.
22. ASD CO verifies funding with the VTRC PO and provides the VTRC PO and PI all bids meeting the requirements and specifications of the IFB/RFP.
23. The VTRC PI reviews all bids, approves the lowest responsive, responsible bidder or selected offeror meeting the requirements of the IFB/RFP, and notifies ASD CO and the VTRC PO.
 - If the award value exceeds the amount on the *Detailed Estimate Summary Form*, VTRC BA will certify that funds are available to award.

24. ASD CO posts the *Notice of Intent to Award* in eVA.
25. ASD CO submits Title VI evaluation documentation (if applicable) to CRD for approval.
26. ASD CO issues the purchase order/contract and sends a copy to the VTRC PO.

Key:

ASD	<i>Administrative Services Division</i>
ASD CO	<i>Administrative Services Division Contracting Officer</i>
BA	<i>Business Analyst</i>
CRD	<i>Civil Rights Division</i>
CTB	<i>Commonwealth Transportation Board</i>
DBE	<i>Disadvantaged Business Enterprise</i>
DSBSD	<i>Department of Small Business and Supplier Diversity</i>
FHWA	<i>Federal Highway Administration</i>
FMIS	<i>Fiscal Management Information System</i>
FY	<i>Fiscal Year</i>
GFE	<i>Good Faith Effort</i>
IFB	<i>Invitation for Bid</i>
PI	<i>Primary Investigator</i>
PIF	<i>Project Initiation Form</i>
PM	<i>Procurement Manager</i>
PO	<i>Procurement Officer</i>
RFP	<i>Request for Proposal</i>
SA	<i>SWaM Advocate</i>
SPM	<i>Senior Procurement Manager</i>
SPR	<i>State Planning and Research</i>
SWaM	<i>Small, Women, and Minority</i>
TA	<i>Technical Assistance</i>
TEC	<i>Total Estimated Cost</i>
UPC	<i>Universal Project Code</i>
VTRC	<i>Virginia Transportation Research Council</i>



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 Senior Procurement Manager to evaluate the risks and advantages of each contracting method. The District Administrator will make the final determination.

**Attachment 4D
Figure A**

Rev. 10/2015

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	

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) Is this a high risk contract per APSPM 3.1? (Refer to Attachment 4G for review process)
- 5) 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.)
- 6) Does the project impact critical infrastructure and/or information network? If so, what are the security requirements?
- 7) Will the contract generate revenue for VDOT?
- 8) 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.
- 9) 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.)
- 10) Will the project require CTB approval prior to award?
- 11) Will the award be made to a single contractor or multiple contractors?
- 12) 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?
- 13) Who will comprise the evaluation committee, and why were they selected? Are technical committees needed also?

Administrative Services Division**Guidance in Procurement Planning for complex, non-routine contracts**

- 14) 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 requests? What does the contractor need to provide VDOT for a price increase request to be considered?
- 15) 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.
- 16) 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?
- 17) 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.

ATTACHMENT 4G
HIGH RISK REVIEW PROCESS

1. Determine if the solicitation meets the criteria of a high-risk contract.

By statute, a “high risk” contract is defined as one of the following:

1. A contract which is anticipated to cost in excess of \$10 million over its initial term, or
2. A contract which is anticipated to cost in excess of \$5 million over the its initial term of the contract and meets at least one of the following criteria:
 - the goods, services, insurance, or construction that is the subject of the contract is being procured by two or more state public bodies; or
 - the anticipated term of the initial contract, excluding renewals, is greater than five years; or
 - the state public body procuring the goods, services, insurance, or construction has not procured similar goods, services, insurance, or construction within the last five years.

Prior to Advertisement

Requests for review should be submitted concurrently to DGS and OAG.

Submittal to DGS

1. Prepare the DGS High Risk Contract Evaluation Form located in Annex 3-L in the Agency Procurement & Surplus Property Manual. See Attachment 4H.
2. Obtain the Senior Procurement Manager’s approval on solicitation and DGS High Risk Contract Evaluation Form.
3. Submit the Form and solicitation to DGS via email highriskcontracts@dgs.virginia.gov and cc Senior Procurement Manager and Procurement Manager.
4. Allow 30 business days for DGS review after acknowledgment of receipt is sent by DGS.

Submittal to OAG

1. Prepare the OAG Review of High Risk Contracting Form located at <https://oag.state.va.us/files/HighRiskContract-Review-Request-Secured.pdf>
2. Obtain the Senior Procurement Manager’s approval on solicitation and OAG Form.
3. Submit the Form and solicitation to OAG via email helpcontracts@oag.state.va.us cc Senior Procurement Manager and Procurement Manager.
4. Allow 30 business days for OAG review.

Prior to Award

Requests for review should be submitted concurrently to DGS and OAG.

Submittal to DGS

1. Prepare the DGS High Risk Contract Evaluation Form located in Annex 3-L in the Agency Procurement & Surplus Property Manual.
2. Obtain the Senior Procurement Manager's approval on solicitation and DGS High Risk Contract Evaluation Form.
3. Submit the Form and solicitation to DGS via email highriskcontracts@dgs.virginia.gov and cc Senior Procurement Manager and Procurement Manager.
4. Allow 30 business days for DGS review after acknowledgment of receipt is sent by DGS.

Submittal to OAG

1. Prepare the OAG Review of High Risk Contracting Form located at <https://oag.state.va.us/files/HighRiskContract-Review-Request-Secured.pdf>
2. Obtain the Senior Procurement Manager's approval on solicitation and OAG Form.
3. Submit the Form and solicitation to OAG via email helpcontracts@oag.state.va.us cc Senior Procurement Manager and Procurement Manager.
4. Allow 30 business days for OAG review.

Attachment 4H

High-Risk Contracts Evaluation Form Annex 3-L

Note: The following information is required as part of the review of high-risk contracts. Complete this form and submit it along with any other documentation to highriskcontracts@dgs.virginia.gov.

Agency Name: _____

Submitted by: _____ Date: _____

- ☐ 1. Solicitation
- ☐ 2. Pre-Awarded Contract
- ☐ 3. Contract Renewal

Commodity/Description: _____

Estimated Value (Initial Term): _____

Initial Term: _____

Available Renewals: _____

Terms & Conditions Section: _____ Page Number: _____

Performance Metrics Section:_____ Page Number:_____

Enforcement Provisions Section:_____ Page Number:_____

Evaluation Summary (to be completed by DGS): _____

Reviewer Name: _____ Date: _____

Email Address: _____ Telephone Number: _____

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 \$10,000. 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
Statewide	Jovanna Bellamy	Angela Donor
Central Office	Angela Donor	Jovanna Bellamy
Bristol	Pamela Venable	Debby Teasley
Salem	Michele Thompson	Shonda Fowler
Lynchburg	Rebecca Ranson	Robert Dowdle
Staunton	Pam Sprouse	Pam Turner
Richmond	Cathy Layne	Lezlie Ellis
Hampton Roads	Betty Jackson	Diana Mix
Culpeper	Ellen Weber	Donna Backe
Fredericksburg	Karen Altman	Margaret Sumiel
NOVA	Cynthia Neher	Shanese Strand

Buyers and Small Purchase Charge Card (SPCC) Holders - VDOT personnel identified by Divisions or Districts to make purchases up to \$10,000, process requisitions and/or purchase orders against existing VDOT contracts in Cardinal. For more information about the SPCC Program consult your District or Central Office Program Administrator.

Training Requirements:

- (a) The training requirements for cardholders, cardholder approvers and personnel responsible for processing SPCC transactions are located at the following link: [SPCC Program Guide](#).

(b) Cardinal Training – Buyers

The following training requirements are available online in VDOT U:

- i. Cardinal Overview (NAV101)
- ii. Procurement Overview (PR140)
- iii. Navigation in Cardinal (NAV201)
- iv. [Processing Requisitions](#) (Simulation training starting 8/2018)
 - a. Creating a Regular Requisition
- v. [Processing Purchase Orders](#) (Simulation training starting 8/2018)
 - a. Creating a Purchase Order/Ad-Hoc
 - b. Creating Purchase Order from a Contract
 - c. Creating a Purchase Order Change Order
- vi. [Managing Receiving](#) (Simulation training starting 8/2018)
 - a. Entering a Receipt

(c) Procurement Training - Buyers

- a. Small Purchases with Ethics up to \$10,000 – Instructor Lead Training (ILT) offered by ASD and retaken every 3 years)

(d) Cardinal Training – Supervisors/Approvers

- i. [Procurement Approvals](#) (Simulation training starting 8/2018)
 - a. Approving a Requisition
 - b. Approving a Purchase Order
 - c. Approving a PCard Transaction

(e) Procurement Training – Supervisors/Approvers

- i. Small Purchases with Ethics up to \$10,000 – Instructor Lead Training (ILT) offered by ASD and retaken every 3 years)

Completion of training is required prior to issuance and receipt of a SPCC or Gold Card or processing procurements up to \$10,000 and/or purchase orders from approved DPS and VDOT contracts for unlimited dollar amounts.

Most training materials for the above courses are available online at [VDOT](#).

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 \$10,000*. 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 Program Administrator.

- 5.4 Making a Small Purchase up to and including \$10,000** – Whenever possible, SPCC should be used to pay for all small purchases up to and including \$10,000. Please refer to DOA CAPP Manual Topic 20355 and SPCC Program Guide using the following links:

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

For purchases made by purchase order, a complete file shall be maintained 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, notation of use of a non-certified DSBSD-certified small business (including micro), price quote(s), contact names, and receiving report and/or packing slip (See Attachment 5F).

The proper eVA PO Type code must be used on all purchase orders. The eVA PO type must be changed in the purchase details.

1. If the PO transaction is exempt from eVA fees, use code **X02** (i.e., APSPM 14.9 exempt items- government to government, 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 14.9

See detailed process in Attachment 5B for Small Purchases up to \$10,000 No SPCC.

For SPCC purchases, check the SPCC Program Guide for the proper eVA codes.

- 5.5 Small Purchases over \$10,000 and up to and including \$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 Section 4.4 for websites.

See detailed processes in Attachment 5D Small Purchases over \$10,000 up to and including \$100,000 eVA Quick Quote and Attachment 5E Unsealed Bids over \$10,000 up to and including \$100,000.

- 5.6 Renewals on eVA Quick Quotes** are allowed as per *APSPM* for procurements over \$10,000 up to and including \$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.

ATTACHMENT 5A

DELETED

Up to and including \$10,000

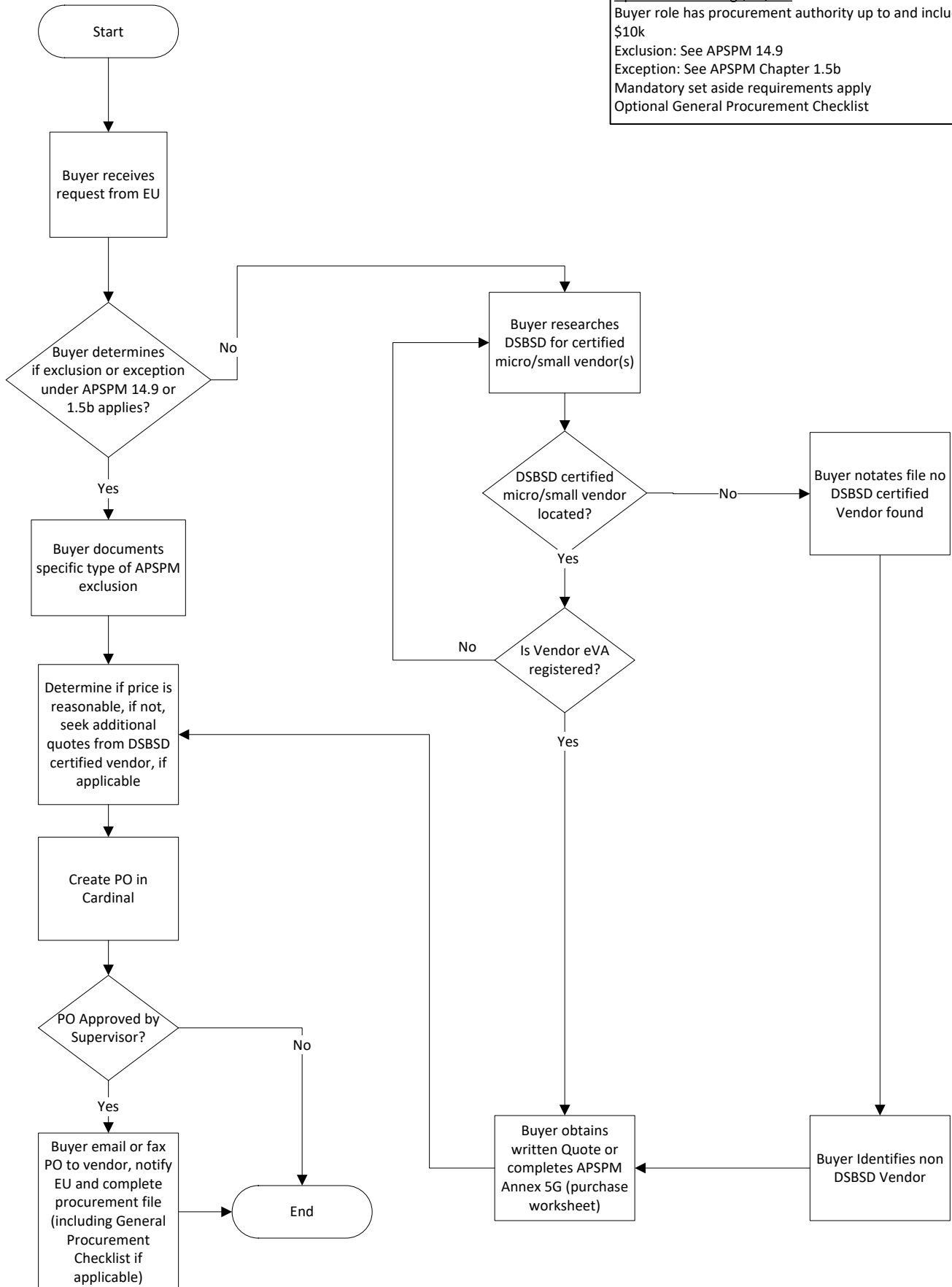
Buyer role has procurement authority up to and including \$10k

Exclusion: See APSPM 14.9

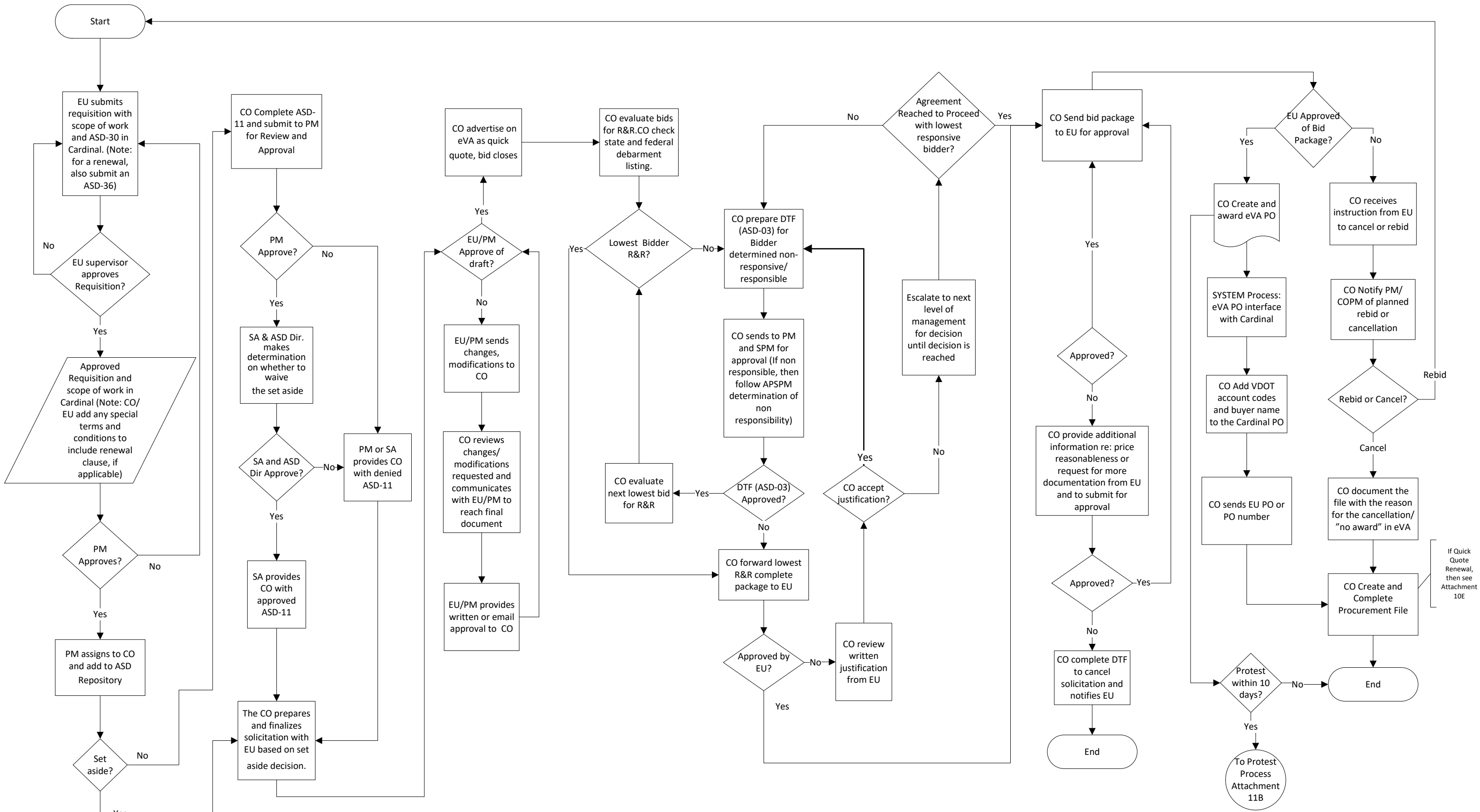
Exception: See APSPM Chapter 1.5b

Mandatory set aside requirements apply

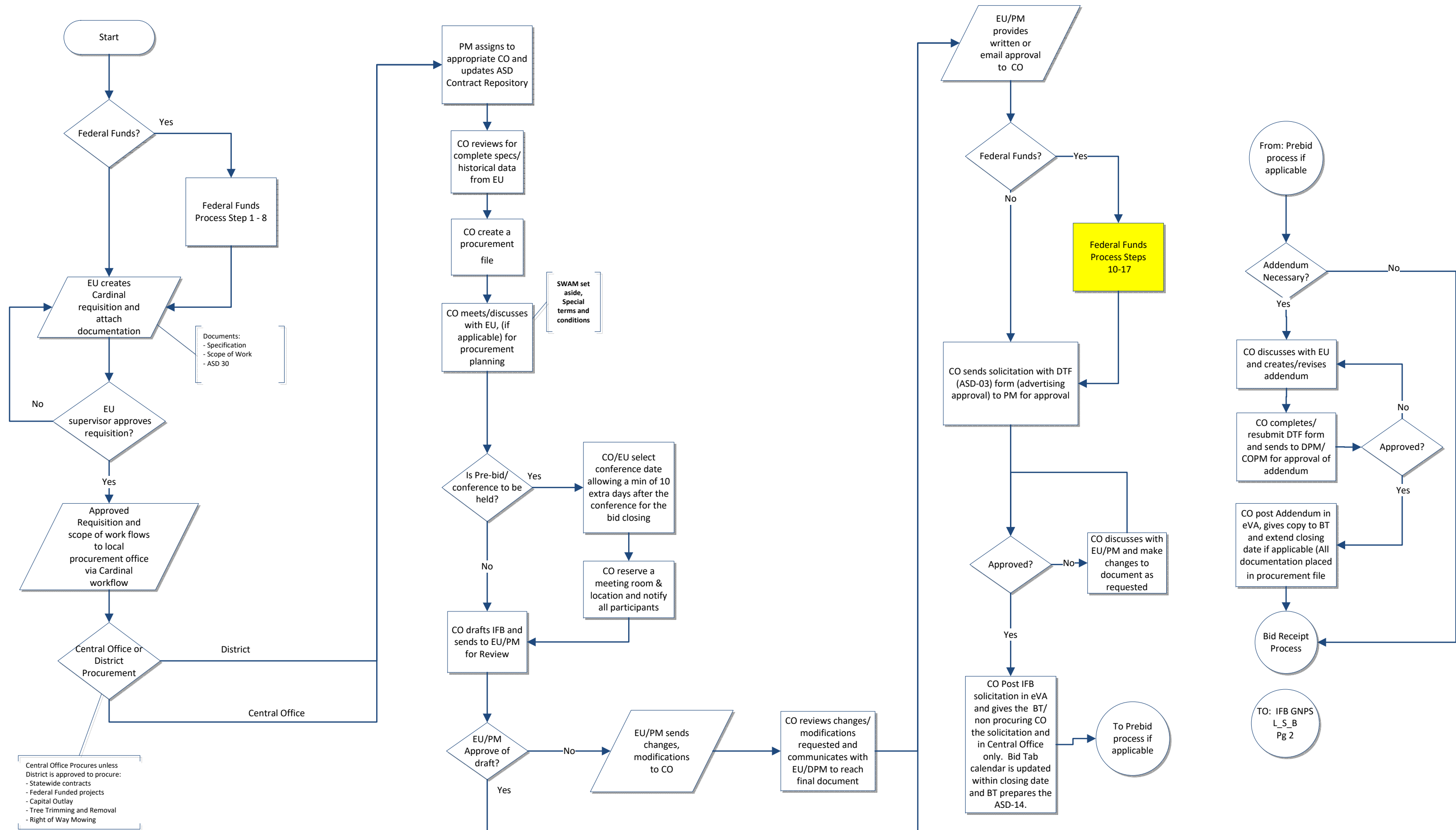
Optional General Procurement Checklist

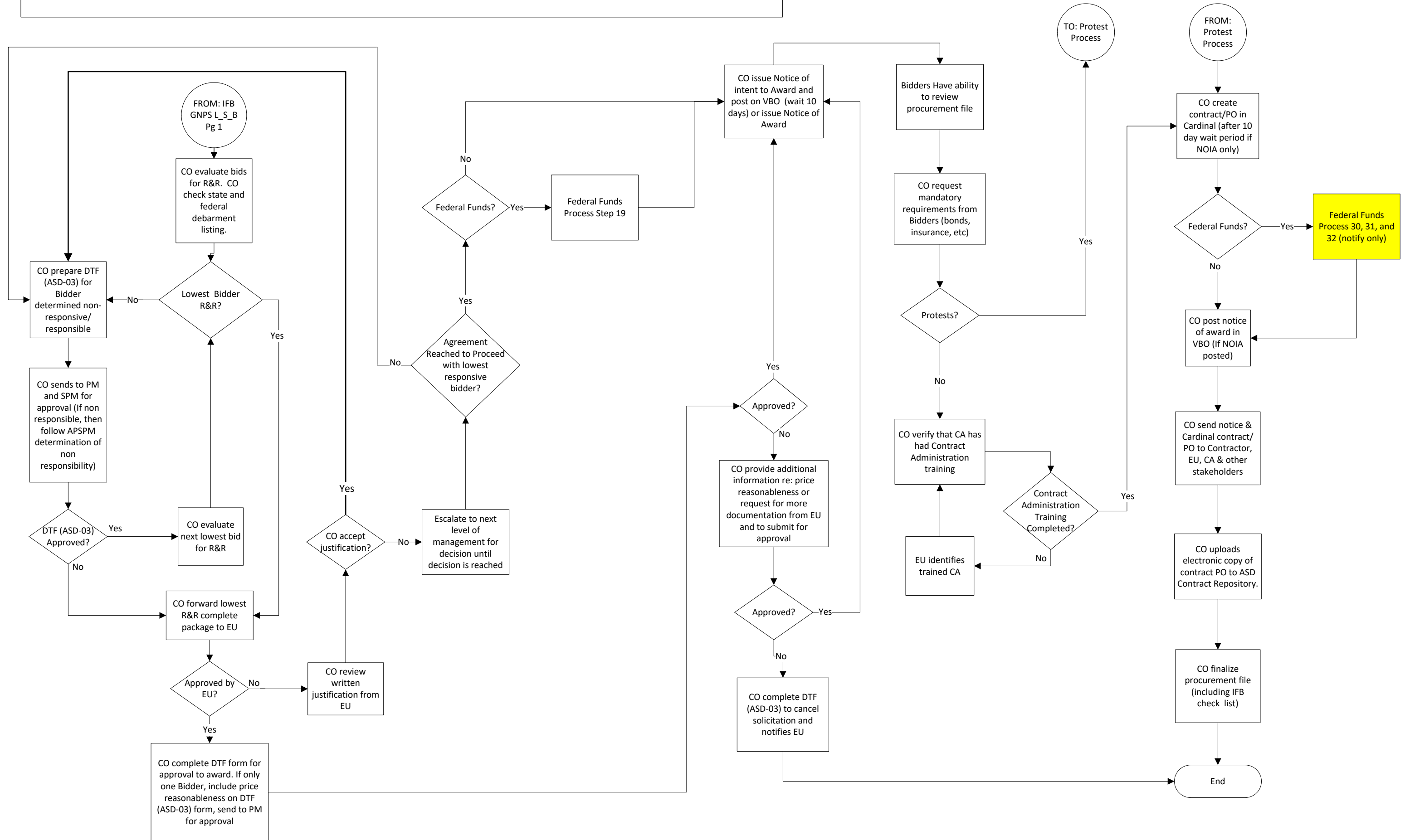


Attachment 5C
DELETED



VDOT
Attachment 5E
ASD Procurement Unsealed Bid over \$10,000 up to and including \$100,000 Pg. 1 of 2





ATTACHMENT 5F
SPCC AND SMALL PURCHASES DOCUMENTATION

DOCUMENT (D) or NOTATION (N)

	Predominate work group	Field	Office	Office	Office
	*To be included with transaction reconciliation in SharePoint	Over the Counter (OTC)	Mandatory Source (No PO Issued)	Payments only (PO Issued or expt under APSPM 14.9. c))	Purchase and Payment
1)	Purchase Request, if outside business unit	D	D		D
2)	Justification for use of non-DSBSD micro/small certified vendor <i>(see section 5.6 for example)</i>	N			N
3)	Justification of use of non-eVA registered vendor				N
4)	Quote		D		D
5)	Itemized invoice/bill/order confirmation/receipt	D	D	D	D
6)	Signed and dated receiving documents and/or packing slip <i>(Goods purchase)</i>		D		D
7)	Contract # and expiration date <i>(non-VDOT contract only)</i>				N
8)	Purchase Order & Receiver #			N	N
9)	Certificate of Insurance (services only)				D
10)	Approval for business meals	D			D
11)	Approval for recognition meals and items	D	D		D
12)	Travel approvals			N	N
13)	Copies of applicable waivers (VCE, DPS, VIB)	D			D

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 IFB advertisement and award and 120 days lead-time is required for Two-Step IFB advertisement and award. Expect an additional 60 days for federally eligible contracts.

IFB Checklist Form ASD-06 rev 9/19 (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 Bundled Interstate Maintenance Services (BIMS), Safety Rest Area (SRA) Property Management Services, and other services as deemed appropriate.

Contract Officer will ensure DSBSD 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.

Evaluation Committee Selection and Guidance - The Contract Officer will request the names of the Evaluation Committee prior to issuance of the Two-Step IFB. The end user will be required to provide name, title and a brief rationale of each Evaluation Committee member selected.

- Instructions to the Evaluation Committee must be prepared in memorandum form and include Public Procurement Ethics and Conflict of Interest Agreement Form ASD-51 (See Attachment 7D) signed by each committee member prior to beginning the evaluation process.
- Evaluation Committee members shall not communicate with bidders. All contacts by bidders regarding the procurement must be referred to the Contract Officer.
- When evaluating proposals, Contract Officer will ensure use of consensus scoring by the Evaluation Committee.

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 that 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.

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 Attendance Record 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.



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ATTACHMENT 6A- IFB CHECKLIST

Requisition # _____
IFB # _____

✓	DESCRIPTION	NAMING CONVENTION
---	-------------	-------------------

Request

	Include appropriate funding approvals for procurements over \$100,000.00 (ASD-15)	REQ
	Include copy of Requisition and Supplemental Form for Requisitions ASD-30	REQ
	If Federal Funds are being used include appropriate Federal Forms: Written FHWA Approval and Federal-Aid Project Agreement (from Programming Division)	REQ
	Include written justification if the request is covered by an Administrative Exemption or an Exemption to Competitive Requirements	REQ
	Request added to repository	

Bid Preparation

	Working Papers – Draft solicitation worked on with end user including approval	WP
	Determine if the procurement is a set-aside, include SBSP if over \$100,000 or have SBSP Waiver (ASD-11)	WP – ASD-11
	Include latest version of General Terms and Conditions	
	Include required Special Terms and Conditions	
	Include Vendor Qualification/Equipment Inventory Verification if required (ASD-08)	
	Include shop drawings (if needed)	
	Document Procurement Manager's/ Supervisor's approval of final IFB document – signed DTF	WP
	Add complete IFB to repository	IFB

High Risk Prior to Solicitation

	Document DGS approval of final IFB document - signed Attachment 4G- High-Risk Contract Review Form	WP
	Document OAG approval of final IFB document –signed OAG Review of High Risk Contracting form	WP

Bid Distribution

	Post on eVA	
	Send End User Final IFB	

Pre-Bid Conferences

	Include waiver from District or Central Office Procurement Manager if not holding a pre-bid conference and Procurement is over \$100,000.00	WP
	Include attendance roster signed by attendees and post attendance roster in eVA	WP
	Include minutes, tape or scribe notes, questions and answers from pre-bid conference in the procurement file	WP
	Include necessary addendums (including DTF approvals) as a result of pre-bid conference	ADD
	Include Procurement Manager's approval of addendums	ADD
	Site visit (if required and separate from pre-bid conference)	WP

Bid Receipt

	Bids routed to Bid Tabulator	
--	------------------------------	--

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	Bid tabulation matches bids delivered to Contract Officer	
--	---	--

✓	DESCRIPTION	NAMING CONVENTION
---	-------------	-------------------

Bid Analysis

	Low Bidders' bid reviewed for responsiveness (SWaM, SCC, Debarment (DGS and System for Award Mgt - include print screen for federally funded contracts)	
	Low bidder's bid reviewed for non-responsibility (Check Sharepoint site for defaulted and non-responsible list)	
	Copies of bid documents sent to appropriate end user for review	
	Validate copy of vendor's contractor's license (if applicable)	Contract
	Award approval from end user	PreAwd
	Include price reasonableness, if required (ASD-13)	PreAwd
	If a low bid does not meet the specifications, responsiveness, and/or responsibility criteria, include written documentation and signed DTF	PreAwd
	Include documentation on all checked references (if references required)	PreAwd
	Insurance documents naming the Commonwealth of Virginia/VDOT is named "additional insured", if applicable	INS
	Contract Officer requests Bonds (if necessary) & verifies if effective during contract term	BOND
	Contract Officer requests other needed documents (certificates or licenses)	Contract

High Risk Prior to Award

	Document DGS approval of final IFB document - signed Attachment 4G- High-Risk Contract Review Form	PreAwd
	Document OAG approval of final IFB document –signed OAG Review of High Risk Contracting form	PreAwd

Bid Award

	Post Notice of Intent to Award if applicable	NOIA
	Post Award Document	Contract
	Post Cardinal Bid tabulation	PreAwd
	Contract Officer provides contractor information to Personnel Security Section (if applicable)	PreAwd
	Obtain necessary approval if award exceeds Contract Officer's delegated procurement authority	PreAwd

Contract Administration

	Contract Officer confirms Contract Administrator attended CA class within last 2 years	
	Contract Officer reviews contract specifications with designated Contract Administrator (post award meeting)	
	Receives signed Contract Administration Designation Form (ASD-35)	CA

Award Document

	Contract copies sent to end user, designated Contract Administrator and district procurement office	
	Contract Award uploaded to the repository including the Cardinal Contract, Notice of Award, Contractor's bid document	Contract



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**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 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

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



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- _____ 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
- S** _____ 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

High Risk Prior to Solicitation

- _____ Document DGS approval of final IFB Document – signed Attachment 4G – High Risk Contract Review Form
- _____ Document OAG approval of final IFB Document – signed [OAG Review of High Risk Contracting Form](#)

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 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)



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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 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 _____

High Risk Prior to Award

- _____ Document DGS approval of final IFB Document – signed Attachment 4G – High Risk Contract Review Form
 - _____ Document OAG approval of final IFB Document – signed [OAG Review of High Risk Contracting Form](#)
-



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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



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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



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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 _____



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**Section A
(Continued)**

IFB TWO-STEP ADVERTISEMENT DOCUMENTS

- _____ **VBO /posting notice** (copy of eVA/VBO 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 _____



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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
- References if required/Equipment Verified (ref. Attachment A)
- 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 _____



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**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 _____



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**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 _____

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)

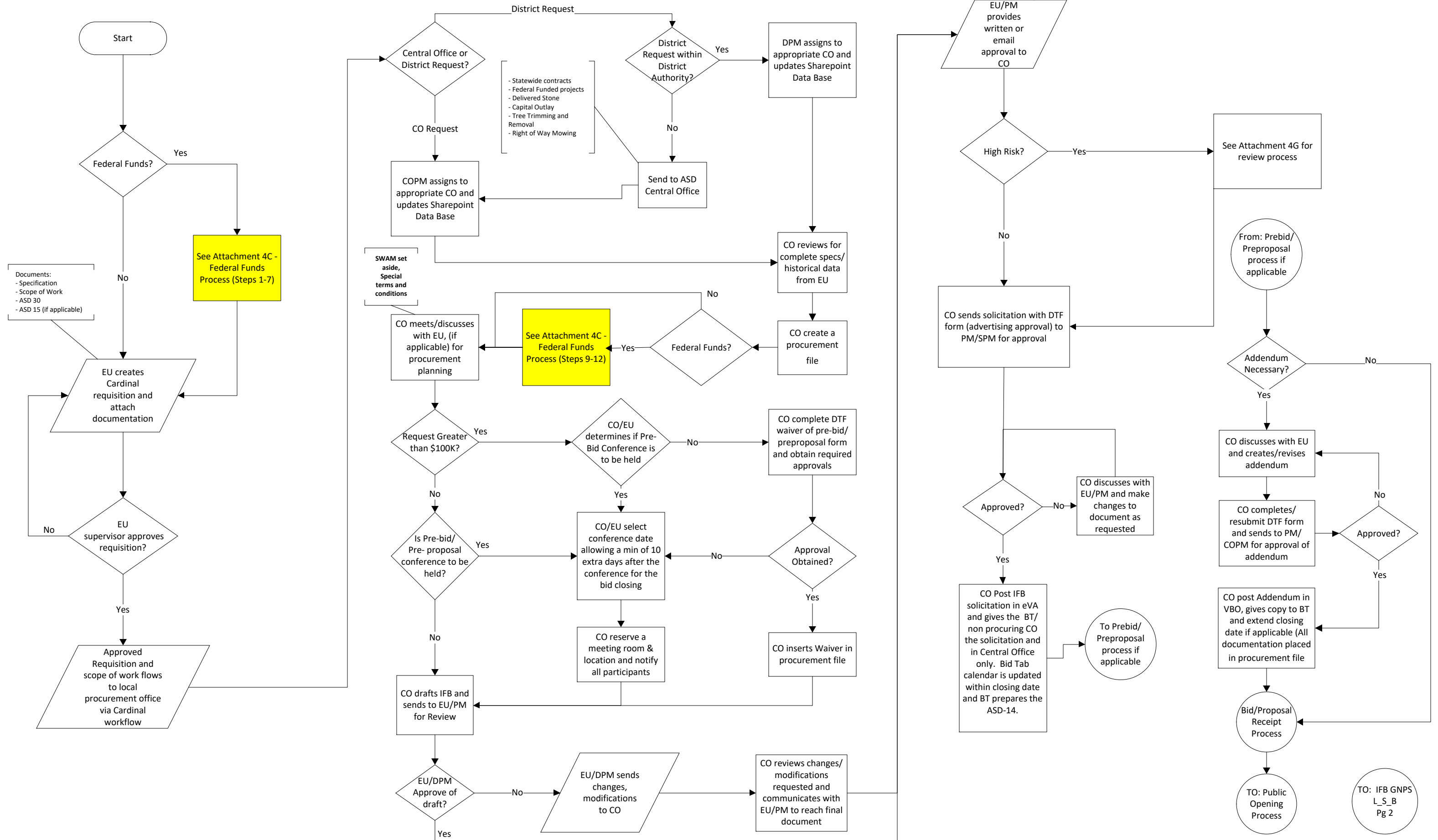
_____ Typographical error(s)

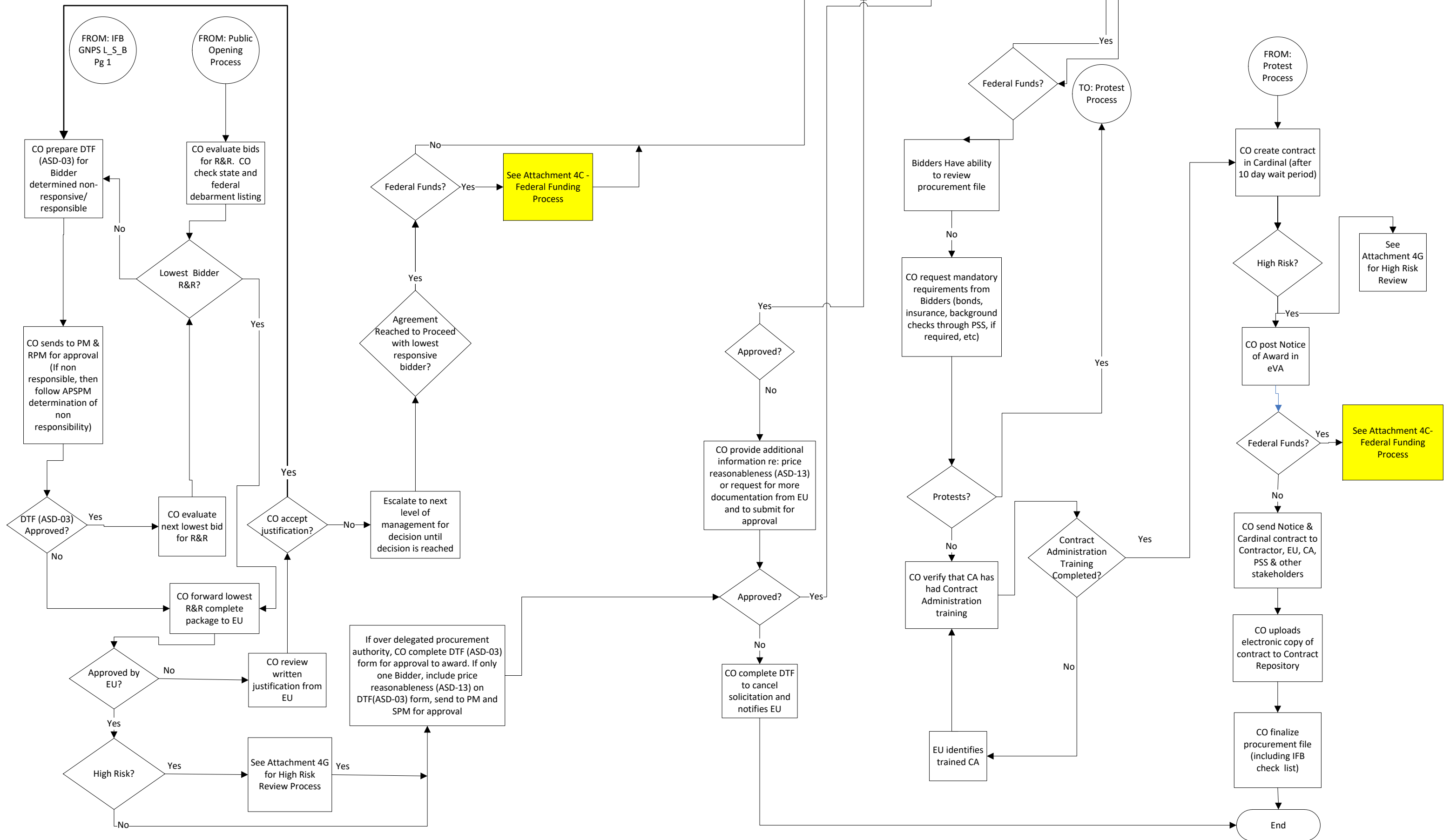
_____ Other, please explain in detail

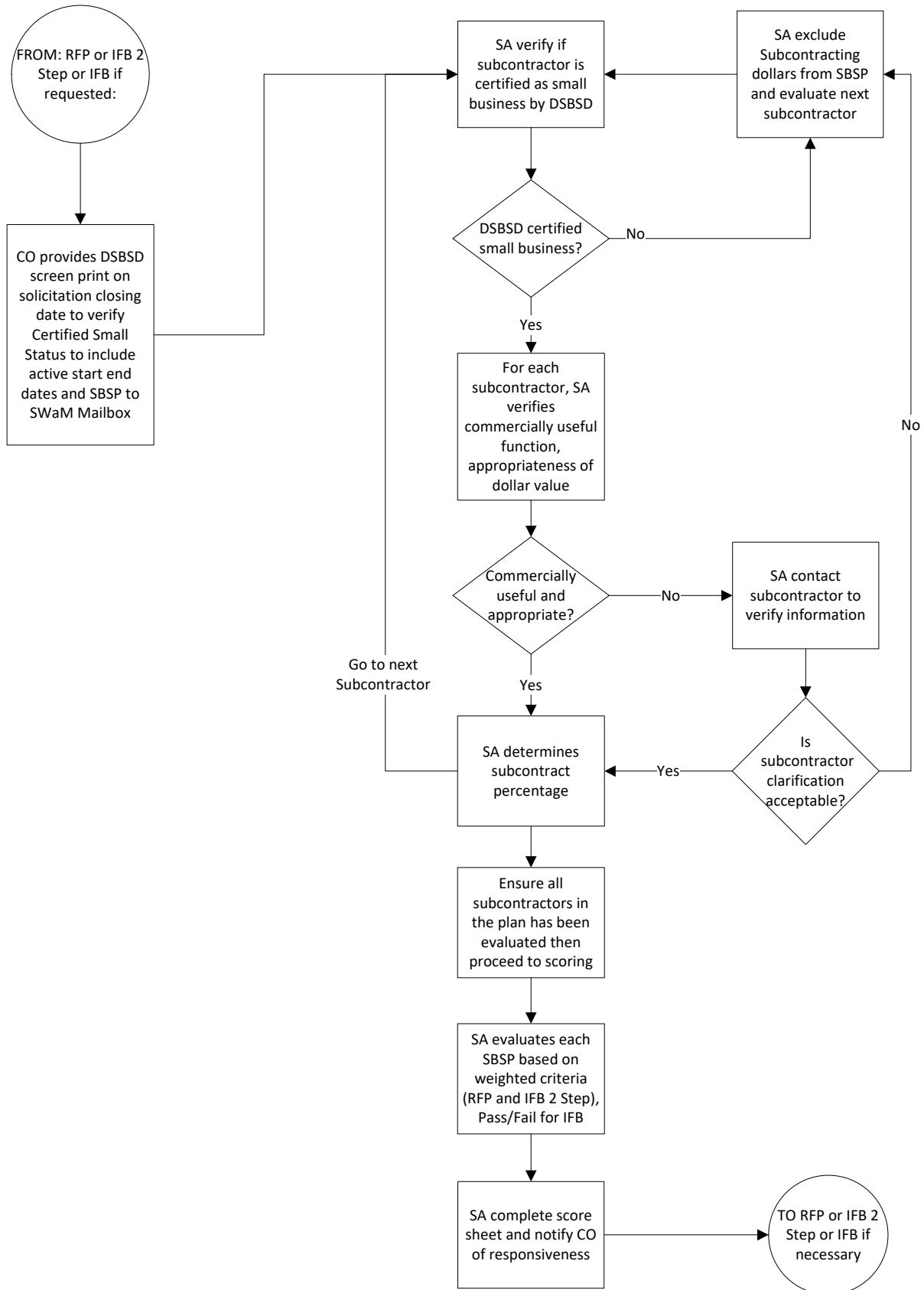
[] I verify that a mistake was made attributable to errors in judgment. I understand that such mistakes may not be waived or withdrawn.

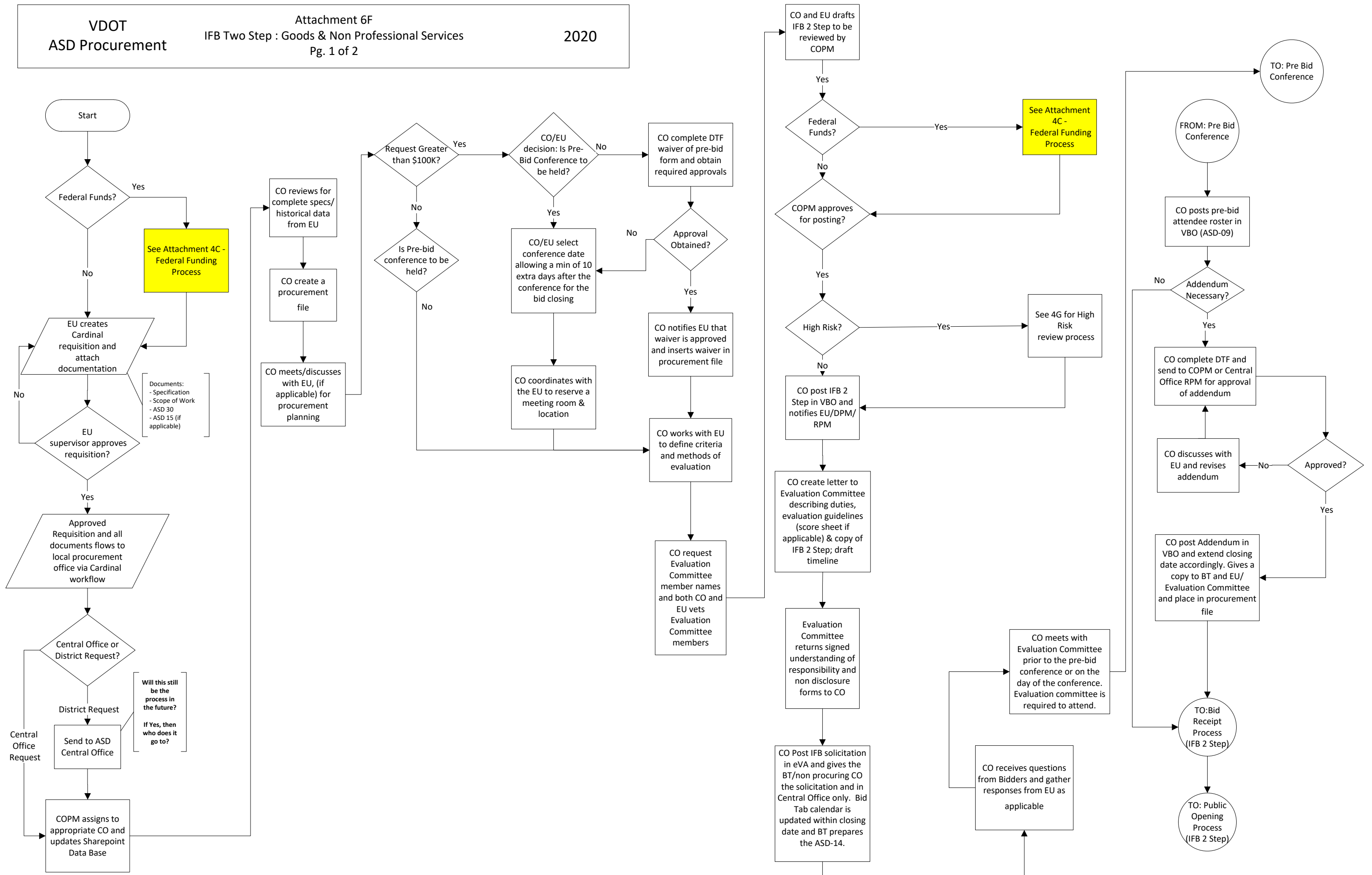
Signature: _____ Print: _____

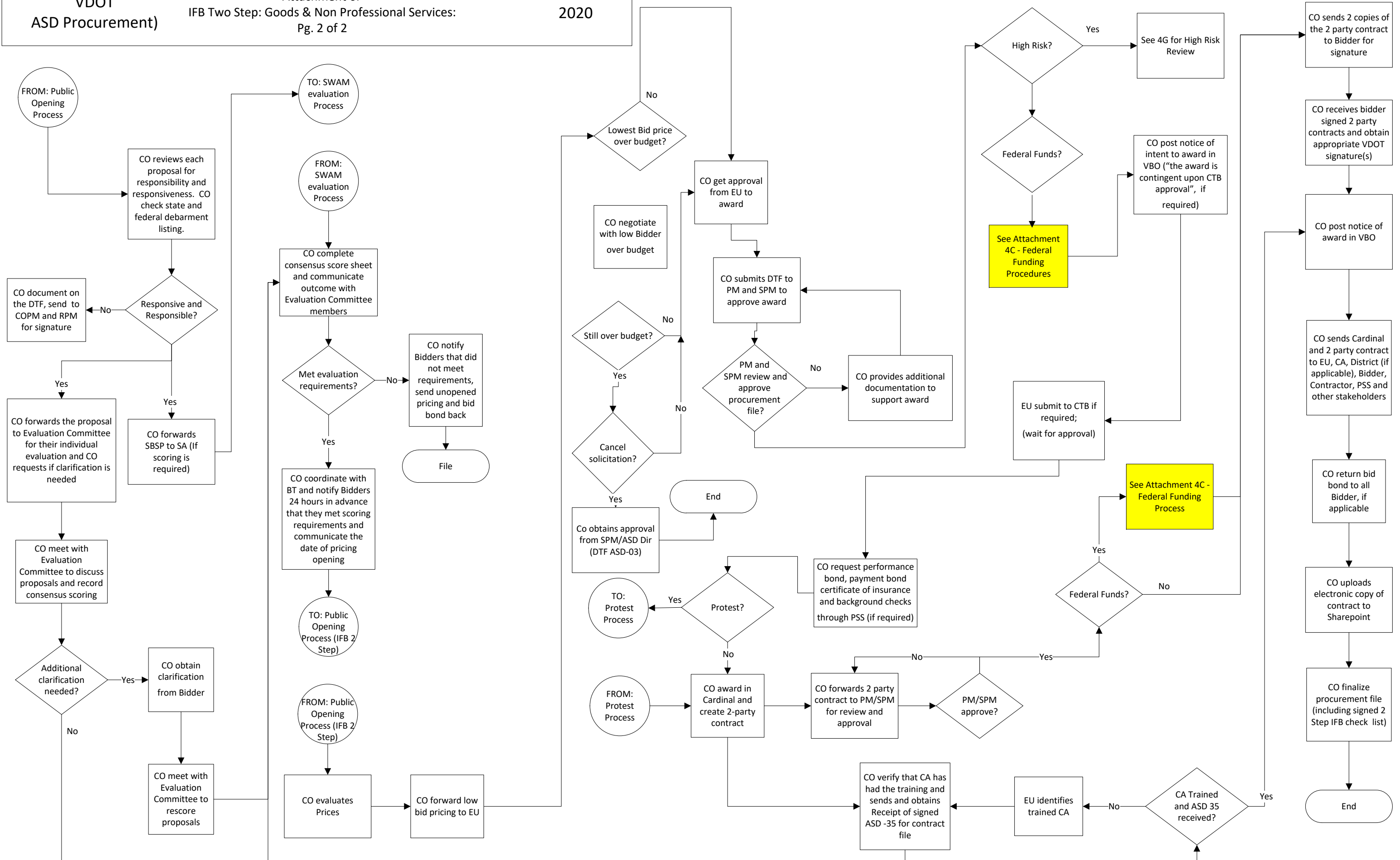
Title: _____ Phone: _____











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 electronic bids is the preferred method. Additionally, paper bid responses will be accepted. Paper 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

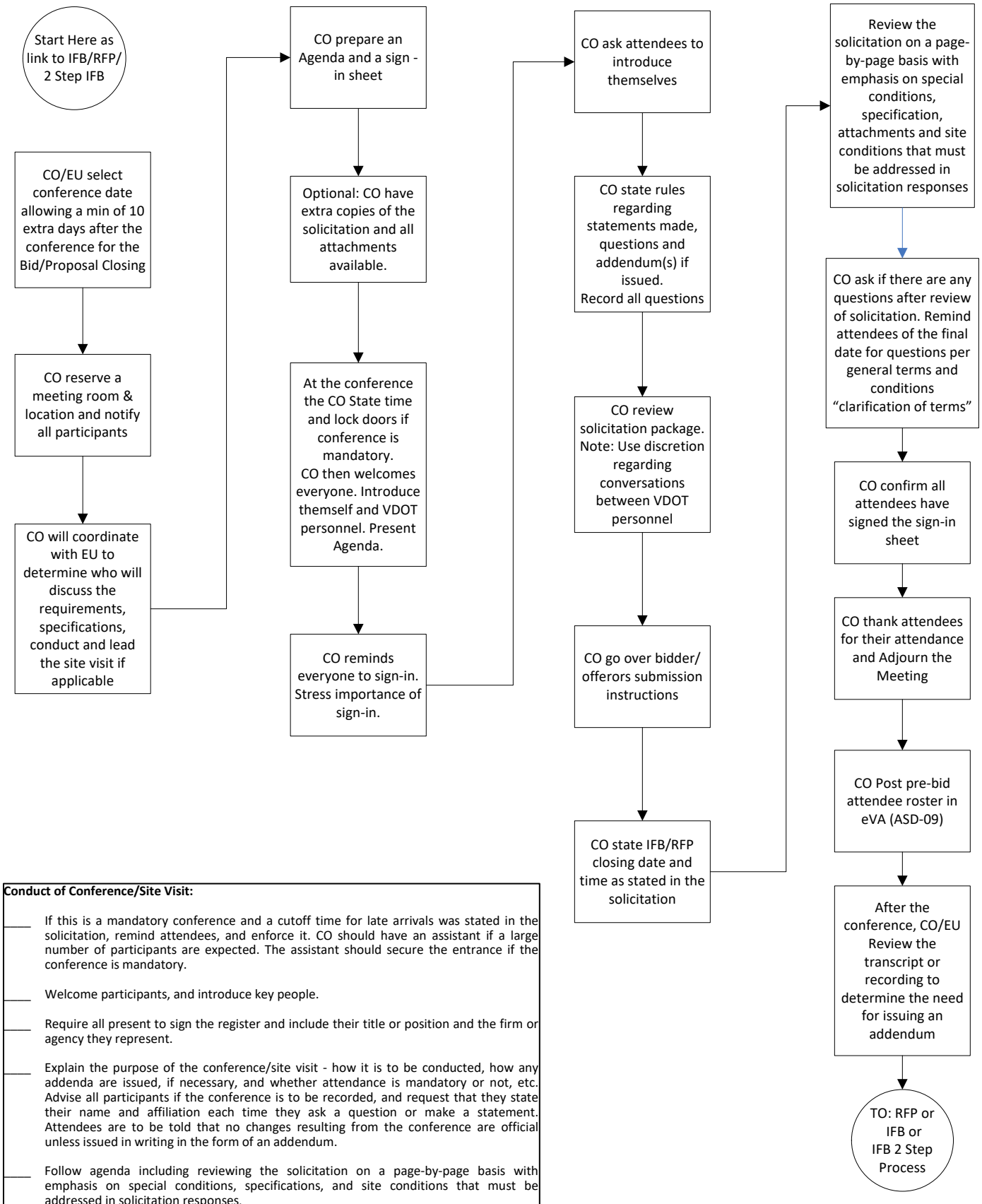
Make sure to go over the attachments - you might also mention any websites the bidders may need – examples are

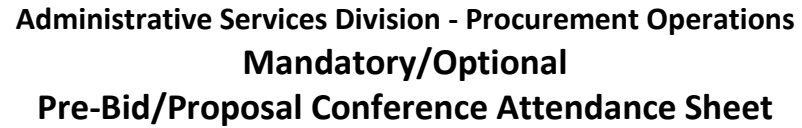
([SCC website](#))

([DSBSD website](#))

Thank attendees for their attendance.

Adjourn





Contract Officer: _____

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

[illegible]

Attachment 6I

DELETED



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: _____

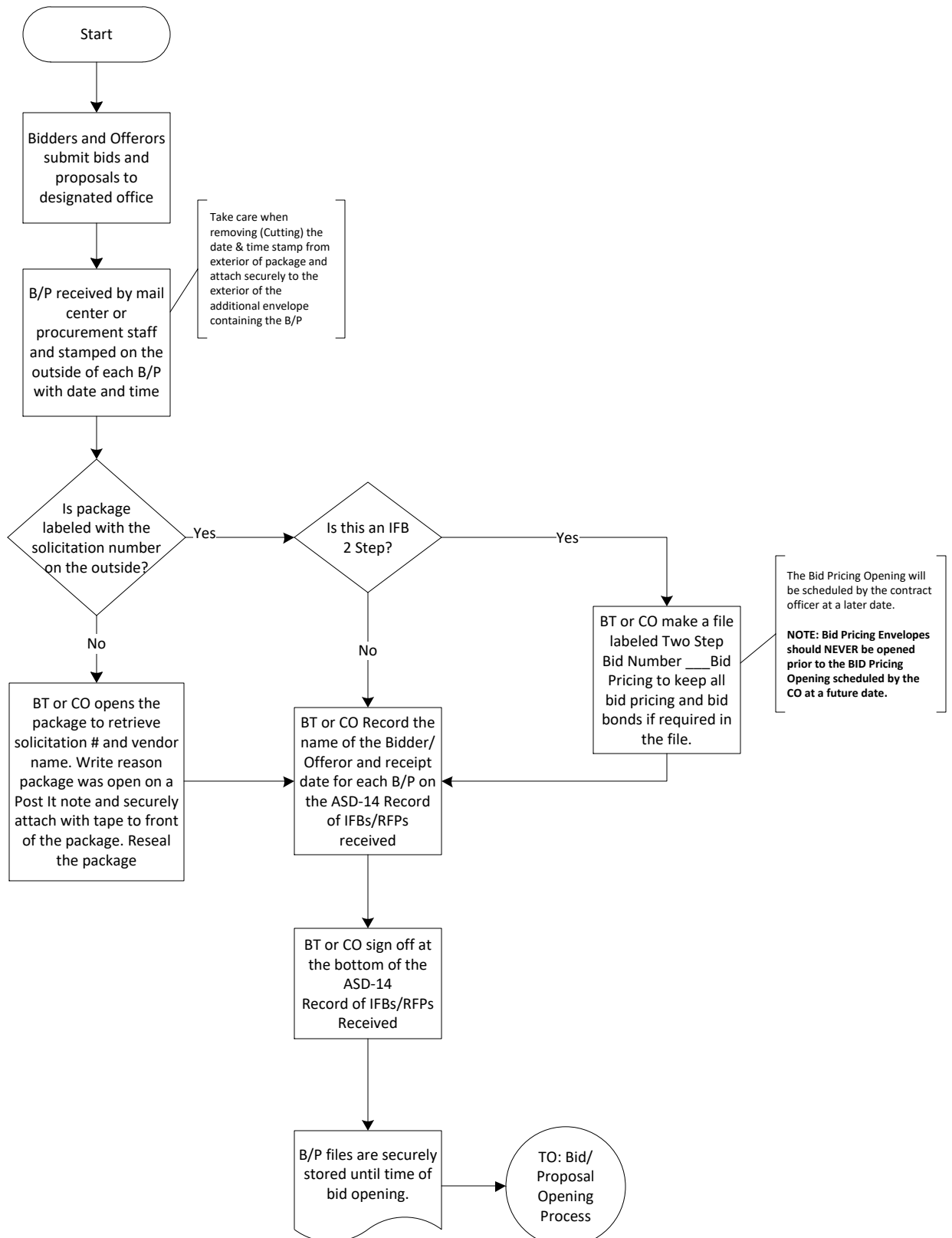
Read By: _____

Commodity Description: _____

*** PLEASE PRINT***

[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 stored until time of bid opening.

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 Attendance Record 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."
6. BT will display results for all ebid responses and open paper bids. BT will 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. Paper bid responses are entered into ebid (eVA), upload bid document.
14. Bids come from eVA to Cardinal through interface now. Bid Tabulator just needs to check that all bids received in eVA were interfaced to Cardinal. (If vendor is inactive in Cardinal the bid will not interface to Cardinal.)
15. In Cardinal, run and print the Bid Tab report and/or the Event's Analyze Export file.
16. Proof and verify the bid tabulation/analysis report(s) and place on the top of the inside of the file.
17. Deliver the bid tabulation and all supporting documentation to CO.

Two-Step IFB – Two-Step IFB files are securely stored until time of bid opening.

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

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 secure location 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 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 a secure location.
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.

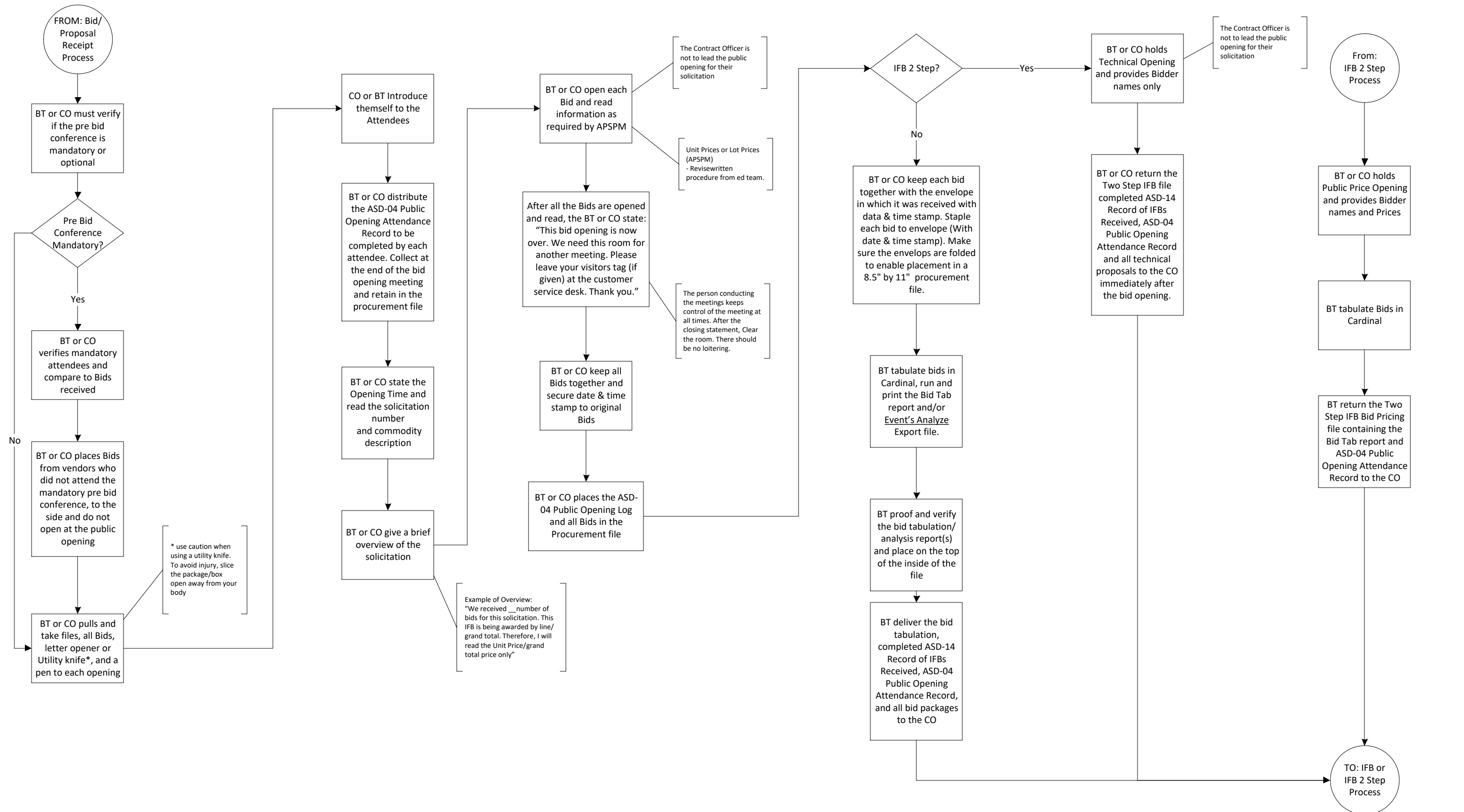
Request for Proposal (RFP) - RFP files are kept in a secure location.

Note: Public Openings are not conducted for RFPs.

1. Keep all proposals together and secure date & time stamp to original proposal.
2. Return all proposals to CO.

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

CONDUCTING THE IFB/IFB 2 STEP PUBLIC OPENING



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 _____

1. Per ASPSM Chapter 4.10, entitled Price Reasonableness Determination:

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

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

This also applies for any sole source purchase, single response purchase, contract change and contract renewal. The written documentation of fair and reasonable price requires that the price is acceptable to both the agency or institution and the bidder or offeror considering all circumstances. Circumstances include, but are not limited to, the degree of competition, market conditions, quality, location, inflation, value, technology and unique requirements of the procuring agency or institution. **The written determination may be based on price analysis (comparison with prices previously paid, prices charged for functionally similar items, prices paid by other consumers, prices set forth in a public price list or commercial catalog, or state estimates) or through the analysis of price-to-unit variations, value analysis (make-or-buy study), or cost analysis.** Advice and assistance can also be obtained from the appropriate buyer or contract officer. The written analysis must be supported by factual evidence in sufficient detail to demonstrate why the proposed price is deemed to be reasonable. If a determination is made that the prices offered are not fair and reasonable, then a decision has to be made whether to rebid seeking broader competition, revise specifications and rebid the requirement, or to negotiate a better price as may be identified through the price analysis process. A combination of these methods may be necessary. If it is a negotiated procurement, then the price should be negotiated to one that is fair and reasonable (see APSPM 3.1j and 7.4a).

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. Expect lead times to increase up to 60 days for federally eligible contracts.

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*.

Evaluation criteria weights will be posted in eVA prior to RFP closing date, if not included in the solicitation.

When evaluating proposals, Contract Officer will ensure use of consensus scoring by the Evaluation Committee.

Contract Officer will ensure DSBSD certification is valid prior to sending the proposal packages to the evaluation committee or SWaM mailbox. 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 Public Procurement Ethics and Conflict of Interest Agreement 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.
- (c) When evaluating proposals, Contract Officer will ensure use of consensus scoring by the Evaluation Committee.

7.4 Pre-proposal Conferences – If a pre-proposal conference will be held, Contract Officers will use the information in Attachment 6G that 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.



Administrative Services Division

VDOT PROCUREMENT CHECKLIST – REQUEST FOR PROPOSAL (RFP)

ASD-02
Rev. 10/2020

Instructions:

- This form is to be completed by the Contract Officer and retained in the Contract File
- Place a Date (MM/DD/YY) beside each task as completed, √ appropriate boxes, 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 _____ Requisition # _____
Division/District Requisitioning Unit _____ RFP # _____
Project Description/Commodity _____ Contract(s) # _____
Contact Name/Requestor _____

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

Chairperson:

ASD SOLICITATION FILE SECTION A

Request

- _____ Include Cardinal Procurement Requisition from End User and the following documents: Approved ASD-15, ASD-30, and RFP Template (updated); e-Mail Date Assigned to Contract Officer from Procurement Manager
- _____ If Federal Funds are being used, include signed Federal Criteria Sheet, Preliminary Cost Summary and email funding eligibility from FHWA /concurrence of "Statement of Needs"
- _____ If Time & Materials contract, include written approval of the Assistant Division Administrator or Central Office Division Administrator (procurement value up to \$250,000) or the District Administrator or Central Office Chief (procurement value over \$250,000)

Proposal Preparation

- _____ Include Initial specifications/scope of work/statement of work/statement of needs/project background info received from end user, Date reviewed for completeness (meet with end user(s) to establish RFP timeline and as needed) / Work on RFP document:
- _____ Determine if the procurement is a set-aside Yes ☐ No ☐
- _____ ☐ If yes, include set-aside language on the face of the proposal
- _____ ☐ If Contractor's License is required, include language on the face of the proposal.
- _____ Include latest version of General Terms & Conditions and Review, determine and develop the Special Terms & Conditions required
- _____ If Federal Funds are being used follow Attachment 4C "Federal Funding Procedures" and include appropriate forms
- _____ Include Evaluation Criteria (post weights within 1 – 3 days prior to RFP due date)



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- _____ Include special eVA terms (change the number of purchase orders anticipated to be issued during contract term to “multiple”)
- _____ Include Small Business Subcontractor Plan (if procurement is over \$100,000 and **NOT** a set aside for the Department of Small Business and Supplier Diversity (SBSD) Certified Small Businesses)
- _____ If no Small Business Subcontracting opportunities exist, include written determination supported by factual evidence explaining in sufficient detail as to why no subcontracting opportunities exist signed by Director of ASD through SWaM Advocate
- _____ Include “Renewal” clause (if needed) use CPI-U Table 3 “Other Services” category (or other appropriate category)
- _____ Include Offeror Data Sheet (reference request) or Qualification Questionnaire (if required)
- _____ Include Certification of Compliance With Prohibition of Political Contributions & Gifts During Procurement Process(Annex 3-J) if
- _____ Include shop drawings (if needed)
- _____ Final changes or concurrence (Date) received from end user, send for other approvals (if applicable) / check Bid Tab calendar to set RFP due date
- _____ Document Procurement Manager review on final RFP solicitation / Approved ASD-03 for advertisement

High Risk Prior to Solicitation

- _____ **High Risk** – Document DGS approval of final RFP document – signed Attachment 4G – High Risk Contract Review form
- _____ **High Risk** - Document OAG approval of final IFB document –signed [OAG Review of High Risk Contracting form](#)

ASD SOLICITATION FILE SECTION A (Continued)

Proposal Distribution

- _____ Include Final RFP Document (Date) posted on eVA and copy of VBO Solicitation Print View
- _____ Create Bid Tab folder with RFP page 1/ Record of RFPs Received (ASD-14) and Date of E-mails sent to end user, DPM, and RPM notification of posting

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

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

- _____ Include vendor’s solicited list provided from End User / Date of E-mail notification to incumbent
- _____ Include documentation if the correct number of SBSD certified small businesses (SWaMs) were **NOT** included in the initial mailing list
- _____ Include copy of eVA and SBSD searches, Date of E-mail notification from eVA & VBO that the RFP was emailed to registered vendors, Electronic mailing list from eVA
- _____ Evaluation panel selected / Include Date of Memorandum of written instructions to the evaluation committee / Include signed RFP Evaluation Committee Non-Disclosure Statement (ASD-51) and Understanding of Responsibility (ASD-07) from each evaluation team member

Pre-Proposal Conference

☐ Mandatory or ☐ Optional

Pre-proposal date and time _____ where _____

- _____ Admittance deadline for vendors if Mandatory pre-proposal conference _____
- _____ Include waiver from District or Central Office Procurement Manager if not holding a pre-proposal conference and



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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 / Date posted on eVA (if held)
- _____ Include necessary addendums as a result of pre-proposal conference Date(s) posted on eVA
- _____ Date posted evaluation criteria weights on eVA, no less than 24 hours prior to close date and time

ASD SOLICITATION FILE SECTION B

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 completed tabulation signed Bid Tab form (ASD-14)
- _____ List of proposals returned unopened _____

Proposal Evaluation

- _____ Proposals checked for mandatory requirements / Checked for debarment / Distribution date of copies of each proposal (with SWaM and Pricing Schedule removed) to each evaluation team member and individual scoring sheet for each proposal; (submit weekly report to Caroline Hudgins if any proposal > \$5 million value "For Anticipated Contracts Valued at \$5,000,000 or More" until proposal no longer considered)
- _____ Completed reference checks
- _____ Include date of SWaM and Pricing Evaluation
- _____ Include completed evaluation forms from each team member on each proposal and rescore (if any) from committee discussion / Consensus Technical Evaluation
- _____ Include clarification questions / oral presentation and date(s) responses received _____
- _____ Date of Evaluation Committee Meetings
- _____ Include consensus evaluation form / Offeror ranking-short list decision (date)
- _____ Select at least two offerors to enter into negotiations
 - ☐ 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, and
 - ☐ Include Regional Procurement Manager and Director of ASD written approval / Approved ASD-03
- _____ Conduct negotiations with selected offerors (dates)/Include documentation on any negotiated modifications
- _____ Select Offeror with best proposal to award/Include completed Final consensus Evaluation (date)
- _____ Include written narrative summarizing rationale for overall ratings developed for each proposal negotiated
- _____ Separate redacted copy (Proprietary information removed) from original, RPM/COPM Review and approval, separate all unsuccessful proposals received/Create Standard Contract, send for VITA approval (if applicable)
- _____ Contract Officer prepares Notice of Award or Notice of Intent to Award (if necessary) and posts for 10 calendar days (date)

High Risk Prior to Award

- _____ **High Risk** – Document DGS approval of final RFP document – signed Attachment 4G – High Risk Contract Review form
- _____ **High Risk** – Document OAG approval of final RFP document – signed [OAG Review of High Risk Contracting form](#)
Obtain necessary approval (ASD-03) if award exceeds Contract Officer's delegated procurement authority



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ASD CONTRACT FILE SECTION A

Award Document

- ____ Contract Officer requests insurance documents from selected Offeror
 Date requested _____
 Date received _____
 Contract Officer verifies Commonwealth of Virginia / VDOT is named as "Additional Insured"
- ____ Contract Officer requests Bonds (if necessary) and verifies if effective during contract term
 Date requested _____
 Date received _____
- ____ Contract Officer requests other needed documents (certificates or licenses)
 Date requested _____
 Date received _____
- ____ Create CARDINAL Contract / Develop STANDARD CONTRACT / Prepare Award Document Contract # _____ or PO # _____
- ____ Standard Contract (date) sent to end user for changes or approval
- ____ Final changes or concurrence of Standard Contract (received from end user (send for additional approvals if applicable) / Forward to Contractor for signature / Receive 2 original signed Standard Contracts from Contractor/Forward for VDOT signature
- ____ Award posted on eVA; If Award Document is a contract, original Award Document sent to Contractor(s), with copy to designated Contract Administrator (and end users)
- ____ Include the Contract Award package; Notice of Award document, original Signed Cardinal Contract print out, Original signed Standard Contract, RFP referenced sections, Attachments, and Addendums, signed proposal from contractor, and negotiated modifications, copy of insurance certificate and the Contract Administrator Designation Letter in ASD Contract folder.

Contract Administration

- ____ Contract Officer validates that Contract Administrator has attended Contract Administration Class within last 2 years
- ____ Contract Officer prepares and forwards Designation and Responsibilities of Contract Administration Memorandum (ASD-35)
- ____ Contract Officer receives signed copy of ASD-35 from designated Contract Administrator
- ____ Contract Officer schedules post award meeting with Contractor and Contract Administrator (and Contract Monitor(s) as necessary)

Post Award Documentation

- ____ Upload electronic Contract file to Contract Repository

Contract Officer: _____ **Date:** _____

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

Comments



Administrative Services Division

ASD SOLICITATION FILE

ASD-02
Rev. 10/2020

Red File

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*)
- _____ **Requisition/ASD-30/FHWA Approvals** with a copy of approved ASD-15, ASD-30, any VITA or FHWA approvals; Email assignment
- _____ **Written Determination** for Approval(s) Proprietary – Justification; Use of Indemnification clause; Use of Security clause, etc.
- _____ **Specifications/Statement of Needs** review (initial specs provided by and reviewed with end user)
- _____ **Working Papers** draft(s) of solicitation with any applicable terms and conditions, set-asides, comments and any changes or concurrence from end user, reference documents, drawings, etc.
- _____ **Final Solicitation Approval** (signed ASD-03 form by Procurement Manager) for advertisement
- _____ **Solicitation Review Checklist** (steps followed and information required for solicitation)
- _____ **Other** _____
- _____ **Other** _____



Administrative Services Division

ASD SOLICITATION FILE

ASD-02
Rev. 10/2020

Red File

Section A

(Continued)

RFP ISSUANCE AND ADDENDUMS

- _____ **Weights** to be assigned to evaluation criteria (copy of criteria posted within 1-3 days of RFP closing date) *(This is the bottom Tab and the first to go in the folder)*
- _____ **Evaluation Panel** assigned (copy of written notification of panel members' assignment and responsibilities; statement why each member was selected)
- _____ **VBO Advertising/Posting Notice** (copy of eVA/VBO posting); E-mails to stakeholders (notifications to end user, DPM, RPM, and Bid Tab, of eVA solicitation posting, Pre-proposal Conference date, and RFP due date)
- _____ **Offeror Mailing List** (copy of eVA/ SBSW 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 signed by Procurement Manager if not holding a pre-proposal conference for procurements over \$100,000, copy of attendees list (attach to VBO), and any notes taken during conference)
- _____ **RFP – Advertised Copy** 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 posted date, copy of vendors notified)
- _____ **Other** _____
- _____ **Other** _____



Administrative Services Division

ASD SOLICITATION FILE

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Section B

PROPOSAL EVALUATION, NEGOTIATIONS, AND AWARD

- _____ **Proposals Received/Cardinal Bid Tab** from Bid Tab, completed/signed ASD-14 and Cardinal Bid Tab Sheet based on original Pricing Schedule submittals; Checklist of Mandatory Requirements, copy of Debarment list, and each Offeror's SCC registration. (This is the bottom Tab and the first to go in the folder)
- _____ **Compliance Review/Debarment Report** with Checklist of Mandatory Requirements, copy of Debarment list, and each Offeror's SCC registration, SWaM registration.
- _____ **SWAM Evaluation and Scoring Sheet Reference Documents** (if checked)
- _____ **Price Scoring** Evaluation Spreadsheet Sheet
- _____ **1st Individual Evaluation Score Sheets** (original sheets from evaluation panel signed/dated)
- _____ **Re-scoring/1st Round Consensus Evaluation** (includes any rescoring after initial scoring discussion and includes a Technical Consensus Evaluation without SWaM and Pricing Evaluation)
- _____ **Clarification Questions/Responses** (if any)
- _____ **Oral Presentation** (if held)
- _____ **Reference Documents** (if checked)
- _____ **2nd Scoring/Final 1st Round Consensus Evaluation** (shortlist determination for negotiations)
- _____ **Negotiations** (negotiations conducted including issues/agreements)
- _____ **3rd Scoring/Final Consensus** (award determination)
- _____ **Narrative Summary of Ratings** for each Offeror negotiated
- _____ **Pre-award Correspondence**
- _____ **Unsuccessful Proposals** (attach unsuccessful proposal or note location of documents)
- _____ **Procurement File Ready For Inspection** (signed ASD-03, ready for inspection by Offerors with any Confidential/Proprietary information removed, Determination of Non-responsibility, Price Reasonableness Determination, etc.)
- _____ **Notice of Intent to Award** (copy of NOIA and VBO posting print)
- _____ **Notice of Award** (copy of NOA and VBO posting print)
- _____ **FHWA Approval** (if Federal Funds are used)



Administrative Services Division

ASD CONTRACT FILE

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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** (list of those provided copies of the awarded contract)

_____ **Bonds** (original stamped performance and payment 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, signed Cardinal Contract Print-out document and/or Purchase Order)

- Solicitation (RFP) sections applicable to the contract (Statement of Needs, Terms and Conditions, addendums, attachments)
- Contractor's original proposal and any compliance documents requested
- 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** _____



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Section B

POST AWARD DOCUMENTATION

_____ **Post Award Correspondence** (copies of any vendor/contractor or end user correspondence after award) [*This is the bottom Tab and the first to go in the folder*]

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

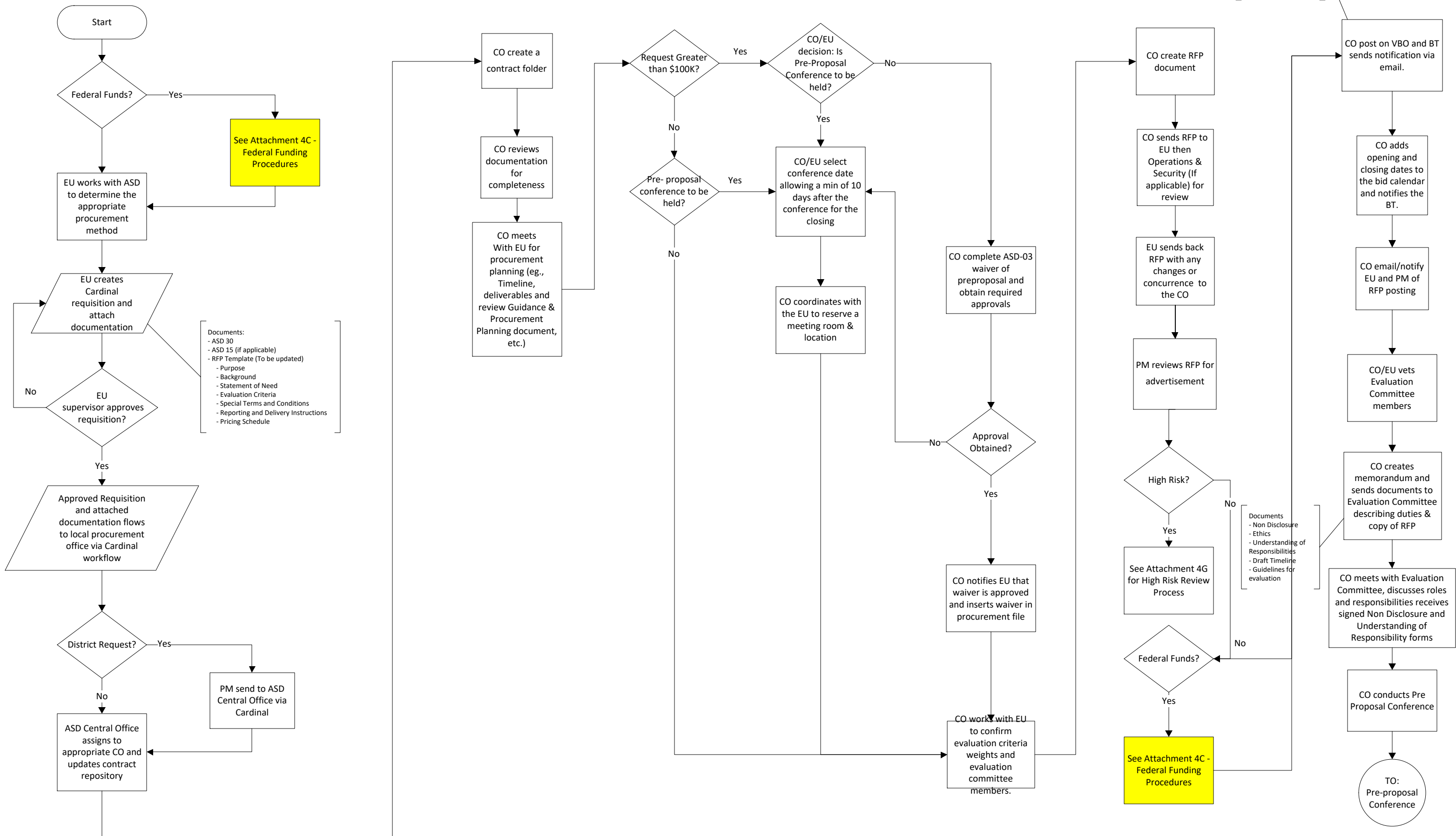
_____ **Pre-Contract Renewal Market Research** (copy of any PPI, CPI documentation obtained from web or market changes determined for justification)

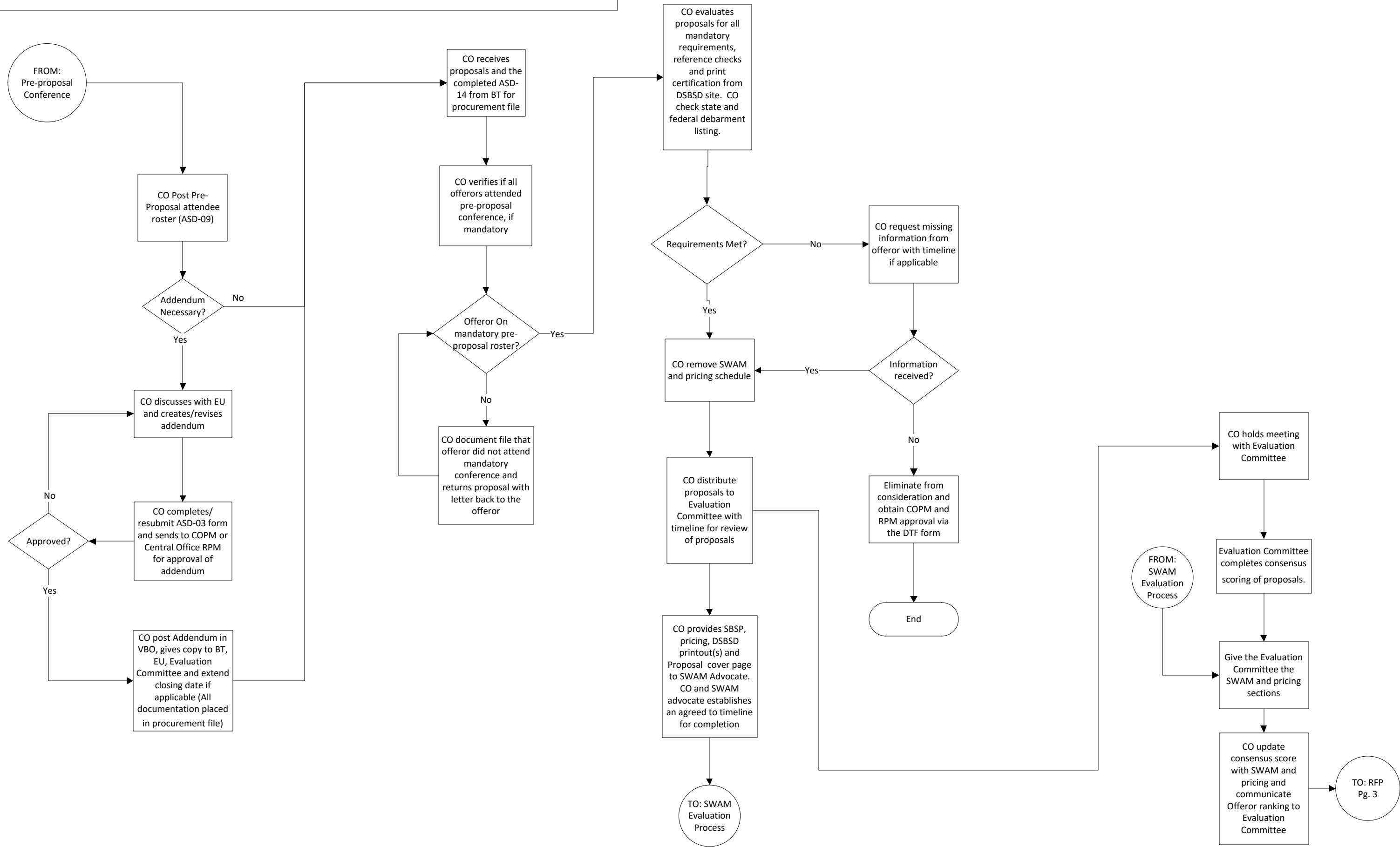
_____ **Contract Performance Evaluation** (copy of the ASD-36 form that CA completes and submits as required)

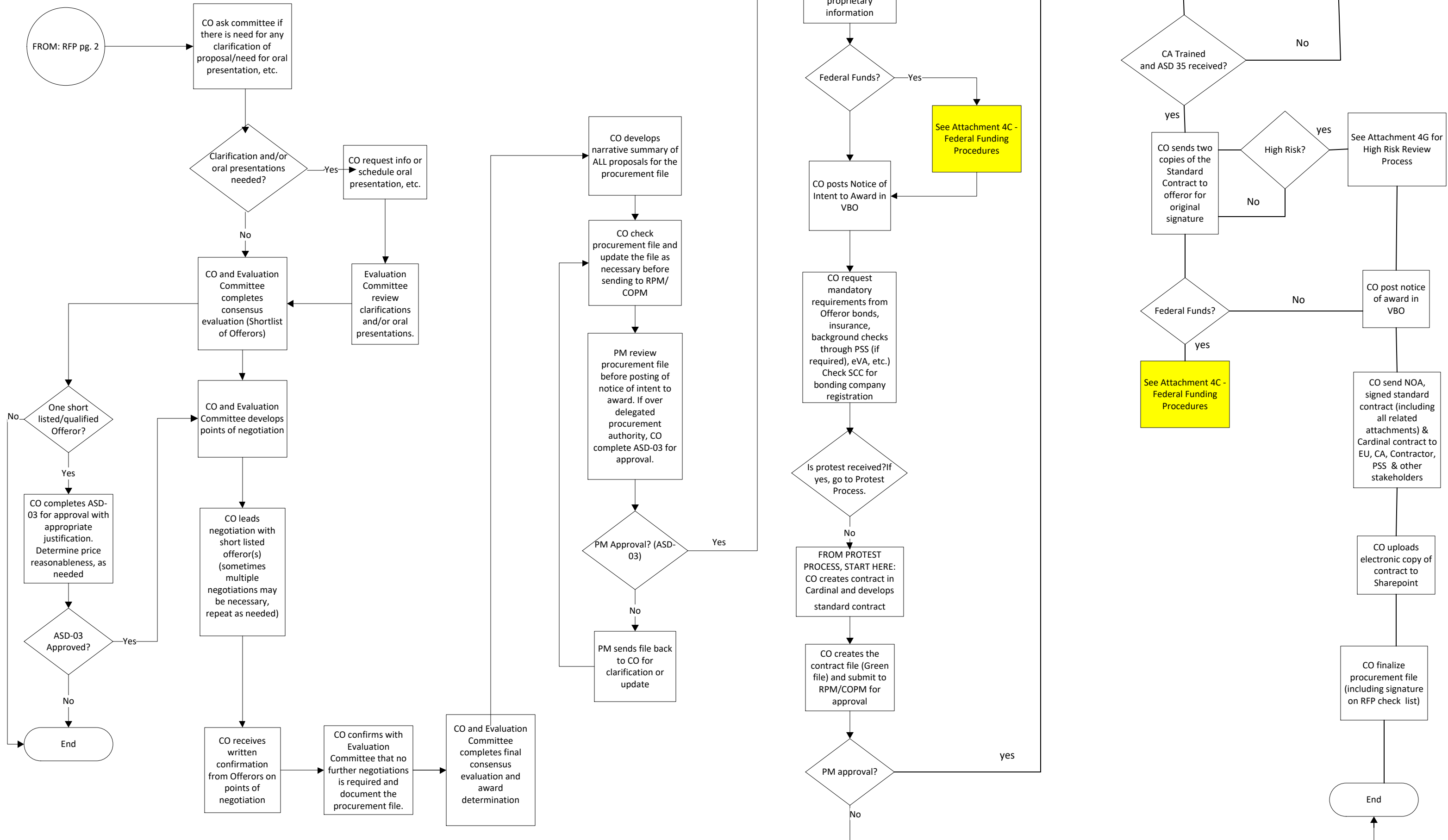
_____ **Compliance Issues & Vendor Complaint Form** and responses (copy of any complaint or performance issues and responses)

_____ **Other** _____

_____ **Other** _____







ATTACHMENT 7C

DELETED

Attachment 7D

Public Procurement Ethics, and Conflict of Interest Agreement

REQUEST FOR PROPOSAL/INVITATION FOR BID TWO-STEP/SOLE SOURCE # XXX-XX

[RFP, IFB TWO-STEP OR SOLE SOURCE 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 the “**fact**” or “**appearance**” of any impropriety or personal interest in the outcome of the procurement, and thus maintain public confidence in the objectivity of the evaluation process. To better make you aware of the sensitivity of public procurements, each person having official responsibility with the procurement shall be required to agree and comply with the following statements derived from *Article 6, Ethics In Public Contracting*, *Virginia Public Procurement Act*, and other laws and policy.

For purposes of the statements below, an “interested firm” includes any firm that may realize a reasonably foreseeable direct or indirect benefit or detriment as a result of the procurement. At a minimum, this includes any business entity that foreseeably may participate as a supplier, subcontractor, or consultant to such a vendor in connection with the procurement.

- A. I certify that I am not an officer or director of any interested firm. Similarly, no member of my immediate family is an officer or director of any interested firm. 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 owes any money or other obligation to any employee or officer of any interested firm.
- C. I certify that I do not have any funds invested in any interested firm. Similarly, neither I nor any member of my immediate family own or control an interest in any interested firm.
- D. I certify that neither I, nor any member of my immediate family, received lodging, entertainment, transportation, money or anything else of nominal value offered by an employee or officer of any interested firm. (This includes tickets to sporting events or shows, meals or lodging, gifts, etc.). During and after the procurement process, I will not accept any of the foregoing from any employee or officer of any interested firm.

NOTE: Exceptions to D. must be approved by the Director of Administrative Services. Such approval could include acceptance of a meal that 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 procurement. No member of my immediate family has received compensation, salary or wages in excess of \$5,000 from any interested firm.

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 interested firm, I will promptly notify the Contract Officer or Chairperson of this conflict and voluntarily remove myself from this evaluation/selection process.

- F. *(Not applicable to Sole Source)* During the course of this procurement, I understand that the Contract Officer must handle **all** communication with any interested firm. I will not contact any interested firm regarding this procurement, and if any interested firm attempts to contact me directly, I agree to refer the firm to the Contract Officer. I also agree that the information acquired through this evaluation/selection process will not be divulged to anyone outside the evaluation/selection panel until after award of the contract resulting from this procurement 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 the Contract Officer.

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 requests for sole source procurement must be submitted via an approved requisition in Cardinal with attached Form ASD-15 (Attachment 3A) if applicable, scope of work, vendor letter, quote, the online Sole Source Procurement Approval Request Form (See Attachment 8A) and Public Procurement Ethics and Conflict of Interest Agreement Form ASD-51 (Attachment 7D) signed by the end user.

Each approved 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 Deleted

Attachment 8A

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

Annex 8-C

All requests for non-technology sole source purchases must meet the criteria established under § 2.2-4303 E. of the *Code of Virginia*. The agency head or designee, as required in 8.1 or 8.2, must sign this form. The Department of General Services/Division of Purchases and Supply (DGS/DPS) must review and approve all non-technology requests exceeding \$50,000 except for entertainment (speakers, lecturers, musicians and performing artists) before issuance of any contract or purchase order. In addition, the agency must also (1) assign an identifying number to the request, (2) attach a brief description of the contract, and (3) attach the sole source justification in accordance with the instructions contained in 8.1 or 8.2 and Annex 8-C, *Agency Procurement and Surplus Property Manual*.

Agency Code 501 Request Number _____ Date _____Agency Name Virginia Department of Transportation (VDOT)

Agency Head Signature: _____

I certify that I am the agency head or designee and I am authorized to approve this request.

Print Agency Head Name _____

Contact Person _____ Telephone Number _____

Total Amount of Sole Source _____ Facsimile Number _____

Commodity Code: _____ Description: _____

Division of Purchases and Supply

- ☐ **Approved**
- ☐ **Disapproved**
- ☐ **More information needed (specify and return to agency)**

Signature _____ Date _____

Note: This form must be filed with the contract/purchase order. Agencies and institutions are delegated authority to make contract award after appropriate approval. (Purchase using noncompetitive negotiation.)

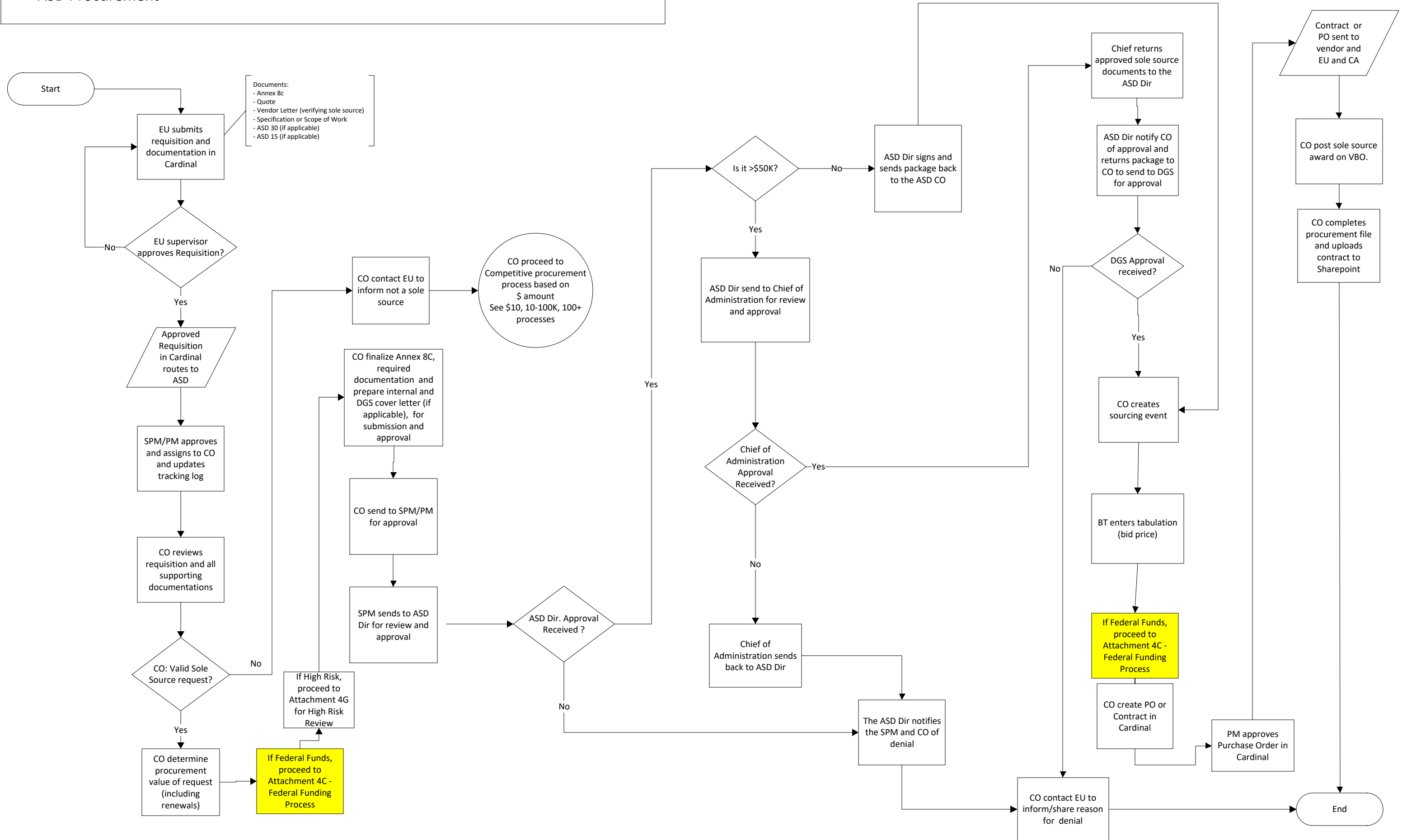
JUSTIFICATION OF SOLE SOURCE PROCUREMENT

- 1. Explain why this is the only product or service that can meet the needs of the purchasing agency.**

- 2. Explain why this vendor is the only practicably available source from which to obtain this product or service.**

- 3. Explain why the price is considered reasonable.**

- 4. Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers.**





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Attachment 8C

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 #5, 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: _____



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I. **SCOPE OF SERVICES:**

This 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](#)



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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)

VI. 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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 www.eva.virginia.gov under "I Sell To Virginia".
- 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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, bidders 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 sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 the requirements of this section.

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- d. If the contractor employs more than five employees, the contractor shall (i) provide annual training on the contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.
 - e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
 - f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.
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, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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:** Applicable for all contracts over \$10,000:
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.
- If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.
- 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.

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- 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 has questions about the specifications or other solicitation documents, the prospective bidder 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351.,. 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:**

**Administrative Services Division**

- a. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) 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:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder 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 physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder 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

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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.

If sales or deliveries against the contract are not exempt, the contractor shall be responsible for the payment of such taxes unless the tax law specifically imposes the tax upon the buying entity and prohibits the contractor from offering a tax-included price.

- R. **OMMITTED**

- S. **OMMITTED**

- T. **OMMITTED**

- 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 (www.eva.virginia.gov) for a minimum of 10 days.

- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:
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 or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder 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.



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X. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:**

The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automate 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 e-procurement solution by completing the free eVA Vendor Registration. All bidders must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid 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.
- b. Refer to Special Term and Condition “eVA Orders and Contracts” to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at www.eVA.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue 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 that the legislature has appropriated funds that are legally available or may hereafter become legally 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 as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders 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.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid 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



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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.

- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a "Contract Worker"), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor's (and any subcontractor's) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, "State workplace" includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

VII. SPECIAL TERMS AND CONDITIONS:

1. **AUDIT:** The Contractor shall retain all books, documents, papers, accounting records, subcontracting records, and other evidence supporting any of the services performed, and the costs incurred, at all times during the contract period, and for five (5) years after payment of the final invoice or final audit, whichever is later. Such evidence shall be maintained at the Contractor's office and made available to the Department at reasonable times. Such evidence will be subject to audit and inspection at any time by the Department.
2. **ADDITIONAL USERS:** This procurement is being conducted on behalf of the VDOT for the district 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 district 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



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resulting from adding counties. However, any reduction in the number of districts receiving service/goods shall not result in VDOT being charged any more than the awarded bid price(s)

3. **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.
4. **BID ACCEPTANCE PERIOD:** Any bid in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
5. **CLAIMS:** The Contractor shall be responsible for the resolution of any and all damage claims presented to VDOT as a result of operations provided herein. Within 30 days of VDOT's notification to the Contractor of a claim, Contractor shall respond in writing to the claimant and copy VDOT. Failure to properly respond to and resolve claims in a timely manner constitutes unsatisfactory performance and may result in cancellation of the contract and/or removal from the bidders list.
6. **CANCELLATION OF CONTRACT:** VDOT agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
7. **ESTIMATED QUANTITIES:** Estimated quantities provided within are reflective of past usage and proposed usage only. The contractor shall supply at bid prices actual quantities as ordered, regardless of whether such total quantities are more or less than those shown. Factors that may contribute to the actual quantities, frequencies of 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 estimates only and VDOT does not guarantee that the contractor will perform the estimated quantities. At VDOT's sole discretion, any or all of the quantities may be added or eliminated and by signing this bid, the bidder agrees that no claims for contractor costs or damages will be allowed for an increase, decrease or elimination of the estimated quantities
8. **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.

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9. **E-VERIFY PROGRAM:** 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.
10. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.
- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.
- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.
- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

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- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.
- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

- 11. PRODUCT AVAILABILITY/SUBSTITUTION:** Substitution of a product, brand or manufacturer after the award of contract is expressly prohibited unless approved in writing by the Contract Officer. The Agency may, at its discretion, require the contractor to provide a substitute item of equivalent or better quality subject to the approval of the Contract Officer, for a price no greater than the contract price, if the product for which the contract was awarded becomes unavailable to the contractor.
- 12. 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.
- 13. RECORDS EXCLUSION FROM PUBLIC DISCLOSURE:** Pursuant to the provisions of §2.2-3705.6 (22) of the Code of Virginia, trade secrets, as defined in the Uniform Trade Secrets Act (§ 59.1-336 et seq.), including, but not limited to, financial records, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise, and revenue and cost projections supplied by a private or nongovernmental entity to the Virginia Department of Transportation Assurance and Compliance Office for the purpose of an audit, special investigation, or any study requested by the Assurance and Compliance Office in accordance with law may, subject to a determination by the Assurance and Compliance Office as described herein, be withheld from public disclosure under the Virginia Freedom of Information Act (FOIA). To enable the Assurance and Compliance Office to identify data or records that may be subject to this exclusion from disclosure under FOIA the private or nongovernmental entity shall, in accord with procedures adopted by the Assurance and Compliance Office, make a written request to the Assurance and Compliance Office of the Virginia Department of Transportation invoking such exclusion upon submission of the data or other materials for which protection is sought; identifying with specificity the data or other materials for which protection is sought; and stating the reasons why protection is necessary.

The Assurance and Compliance Office of the Virginia Department of Transportation shall determine whether the requested exclusion from disclosure is necessary to protect the trade secrets or financial records of the

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private entity. The Virginia Department of Transportation shall make a written determination of the nature and scope of the protection to be afforded by it. Notwithstanding the foregoing, Contractor's failure to comply with the requirements stated herein and procedures established by the Inspector General for seeking an exclusion pursuant to §2.2-3705.6 (22) of the Code of Virginia shall result in a denial of the exclusion. Requests for exclusion that are submitted after data or other materials for which protection is sought have been submitted will be denied.

If litigation directly or indirectly results from or arises out of a granted exemption, the contractor will be responsible for all litigation costs incurred by contractor and/or VDOT associated with such litigation. In no event shall the Virginia Department of Transportation or its officers, employees or agents be liable to the contractor as a result of any disclosure of records or data collected by the Department, its officers, employees or agents, pursuant to an audit, special investigation, or any study requested by the Assurance and Compliance Office, whether or not the Assurance and Compliance Office has determined that the requested exclusion from disclosure under FOIA is necessary to protect the trade secrets or financial records of the private entity, and in no event shall the Virginia Department of Transportation, or its officers, employees, or agents be liable to the contractor for any damages or other claims arising directly or indirectly from a determination that the exclusion from public disclosure will not be granted.

14. **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.
15. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC). Any bidder 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 a statement describing why the bidder 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 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.
16. **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 to 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 Default term within the General Terms and Conditions.
17. **TERM OF CONTRACT:** The contract period will be for a twelve (12) month period from date of award with the opportunity for two (2) optional, consecutive one-year renewals.



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- 18. 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.



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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



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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 designee must authorize emergency purchases for Districts.

The Chief or designee must authorize emergency purchases for Central Office divisions.

ASD Director or Capital Outlay Director must authorize emergency purchases for Central Office facilities.

- 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.

- 9.3 Posting Requirements** - All emergency notices shall be posted on the DGS/DPS eVA VBO and at a minimum state that the procurement has been declared an emergency and must also state that which is being procured, the contractor selected, and the date on which the contract was or will be awarded.

In addition to posting in eVA, IT emergency procurements for goods and services require notification to VITA and ITD.

Attachment 9A

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 reasons(s) that the contractor/supplier was selected to provide these goods/services:

3.) Price Reasonableness Determination:

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

APPROVED: _____

Delegated Emergency Representative (*Required*)

DATE: _____

Printed Name & Title

APPROVED: _____

District Administrator (*Optional Use*)

DATE: _____

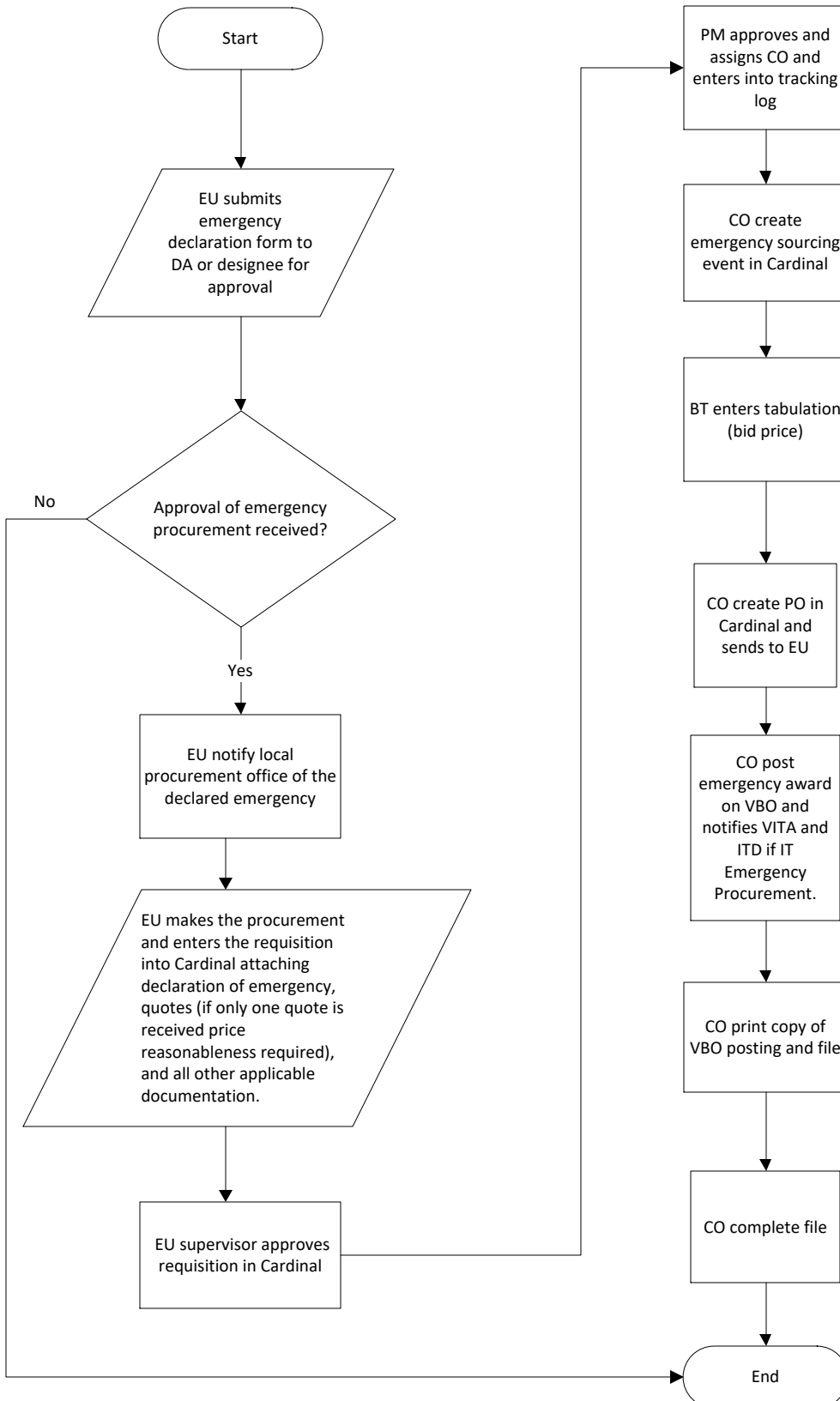
Printed Name

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 viewed at VDOT University (Report title: Administrative Services Course Matrix).

High risk contracts shall be delegated in writing by the ASD Division Administrator. Non-high risk contracts shall be delegated by the Contract Officer.

- 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. If a Contract Monitor (CM) is designated, the CA is responsible for ensuring that the CM meets the requirements described in Attachment 10A, which includes attending the post award meeting, receiving the required training and completing the Delegation of Responsibilities from Contract Administrator to Contract Monitor form. If a CM is unable to attend the post award meeting, the CA must meet separately with the CM in order to review the CM's duties and to ensure understanding of the contract requirements. The responsibility of contract administration remains with the individual identified in the designation letter.

High-Risk Contracts requires that the Contract Administrators must have prior contract administration experience. Contract administration shall be delegated in writing on the Designation of High Risk Contract Administrators and Contract Monitors (Attachment 10A-1) by the agency's Chief Procurement Officer, designating a specific individual.

- a) **VDOT Post Award Meeting** – After contract award and before the start of the contract, the Contract Officer (CO) will meet via phone, in person or otherwise

communicate with the Contract Administrator (CA) and the Contract Monitor(s) (CM) to review contract requirements as well as contract administration and contract monitoring duties. (See Attachment 10A)

- b) **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.
- c) **Task Orders** - For contracts that 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 reference to the original contract number
- 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 and signed 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.

- d) **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. If a change is made to increase the value of a task order with an original dollar value over \$100,000, the change must be reviewed and initialed by the Contract Officer prior to issuance. Changes* that increase the value of a task order to over \$100,000 must be reviewed and initialed by the Contract Officer prior to issuance. 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.
- e) **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 an extended period of time 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.

- f) **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*.

*E-signatures are acceptable on task orders/work orders.

- 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 “Required Documentation” on 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 a Procurement 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 Procurement 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: [VDOT Default and Non-responsibility Listing](#) and [Debarment Listing eVA Website](#).

SECTION 10 ADDENDUM

CONTRACT MONITORING

10.7 Contract Monitor Designation and Training –

- a) **Non-high Risk Contracts** – After the award of a Non-high Risk Contract, should the Contract Administrator (CA) delegate any portion of their responsibility the CA shall designate a specific individual as a Contract Monitor (CM) on the “Delegation of Responsibilities from Contract Administrator to Contract Monitor” form (Attachment 10A).
- b) **High Risk Contracts** – CMs cannot be designated on High Risk Contracts.
- c) **Training Requirements** – Prior to delegation of responsibilities to a Contract Monitor, the Contract Administrator shall ensure the intended CM has completed the two day, in person Maintenance Contract Monitoring and Fundamentals class provided by the Workforce Development section of Human Resources within the preceding 2 years. This class is provided on an as needed basis and must be requested through Workforce Development. Students should register for this class in VDOT University after the class is requested and a date/time for the class is established. Contract Monitoring Training is required every two (2) years.

If the request for a Maintenance Contract Monitoring and Fundamentals class cannot be accommodated by Workforce Development, the CM must complete the four hour Contract Administration and Ethics Training Combination Class provided virtually by ASD. This class is taught monthly, and students must register in VDOT University.

- 10.8 Delegation of Duties** – Contract monitoring begins after contract award. The primary responsibilities of the CM are to verify that the contractor performs all of its duties and obligations in accordance with the terms of the contract and to identify any developing deficiencies or issues. CMs will be issued a “Delegation of Responsibilities from Contract Administrator to Contract Monitor” form (Attachment 10A) outlining their primary responsibilities. CMs must sign the designation form acknowledging understanding of their duties and return the signed form to the Contract Administrator. Should a CM be unable to perform any portion of a responsibility for any reason, the CM shall contact the CA to determine if an additional CM should be designated to assist with the duties delegated by the CA.
- 10.9 Allocating Contract Monitoring Resources** – A successful contract is largely dependent on effective contract monitoring and contract administration post-award. Effective contract monitoring ensures VDOT receives the quality and quantity of goods and services

bought under a contract, provides a basis for payment, minimizes risks to the Agency and helps reduce fraud and waste.

A risk-based approach should be applied when allocating time and personnel resources to contract monitoring. Contracts that pose higher risks to the Agency should be allocated greater resources. The following variables should be considered in identifying the priority of contracts for the allocation of contract monitoring resources:

- How critical the contract is to achieving VDOT's mission of keeping Virginia moving;
- Likelihood that nonperformance, or underperformance, would jeopardize health or safety;
- Dollar value of the contract award;
- Documented past contractor performance;
- State or Federal agency audit findings for: (i) the contractor or (ii) the goods or services under contract;
- Availability of alternatives should the contractor be unable to perform;
- Extent to which any contractor's activities, payments or other items within a program do not conform to similar contracts within the program;
- Anticipated impact of contract issues or delays on public confidence; and
- Public visibility of the contract.

10.10 Responsibilities of a Contract Monitor – Contract monitoring duties for a specific contract are assigned on a "Delegation of Responsibilities" form (Attachments 10A) and may include the following:

- Attend the Post-Award Meeting
- Attend a Contract Start-Up Meeting
- Conduct site visits to verify contractor performance
- Monitor and document daily coordination of the delivery of services
- Assist CA 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
- Document any delivery failures or contract performance issues and immediately report to the Contract Administrator
- Complete and submit evaluations of contractor performance
- Maintain a daily checklist or daily log of contractor performance
- Ensure all contractor invoices are reviewed for accuracy, signed and processed promptly
- Retain all necessary documentation in accordance with VDOT policies and procedures
- Immediately correct safety violations

- Other duties as assigned by the CA

Additional information about some of the duties outlined above follows in the subsequent paragraphs of this section.

- a) **VDOT Post Award Meeting** – After contract award and before the start of the contract, the Contract Officer (CO) will meet via phone, in person or otherwise communicate with the Contract Administrator and the Contract Monitor(s) to review all contract requirements as well as the contract administration and contract monitoring duties. It is a best practice for CMs to attend Post Award Meetings. If a CM is unable to attend the Post Award Meeting, the CM shall meet separately with the CA prior to the start of the contract to review the CM's duties and to ensure understanding of all contract requirements.

The agenda of the Post Award Meeting should include a page-by-page review of the contract and all exhibits and a discussion of all contractual obligations, performance expectations, escalation processes and the schedule for deliverables and reporting. Points of contact for the technical and administrative functions should also be confirmed.

- b) **Contract Start-Up Meeting** – It is recommended that a Start-Up Meeting be held between VDOT personnel and the contractor following award and before the contract start date. The agenda for this meeting, like the Post Award Meeting, should include a page-by-page review of the contract and all exhibits and a discussion of all contractual obligations, performance expectations, escalation processes and the schedule for deliverables and reporting. Points of contact for the technical and administrative functions should also be confirmed. If a Start-Up Meeting is held, it is a best practice for the CM(s) to attend.

- c) **Monitoring and Documenting Contractor Performance** – Accurately and thoroughly documenting contractor performance is one of the best methods to manage and minimize contract-related risks for VDOT and the Commonwealth. Documentation not only provides supporting evidence for cure letters, terminations for default, and litigation but also assists the Agency in making responsibility determinations during the solicitation process. CMs are encouraged to maintain a Daily Contractor Performance Checklist and/or Daily Contractor Performance Diary Log and to complete Contractor Performance Evaluations for submission to the CA. Procurement Complaints should also be completed by CMs when requested by a CA.

- 1) **Addressing safety issues** – If the CM observes or becomes aware of a contract violation that places the safety or welfare of any individual in jeopardy, the CM shall immediately correct the violation with the contractor and/or contract employee. When safe to do so, the CM must immediately report the contract violation to the CA. Notification of the CA may be done electronically, via telephone

or in person but should be done using the most expedient method of communication given the time sensitive nature of safety concerns. Regardless of the communication method used by the CM, it is a best practice for the CM to receive verbal or electronic confirmation from the CA to ensure that the CA is aware of and understands the safety issue and also a best practice for the CM to create written documentation memorializing the safety violation.

- 2) **Reporting Deficiencies to the CA** – If a CM observes or becomes aware of any delivery failure, any contractor-related delay or any other contractor performance issue, the CM should immediately report the matter to the CA and record the failure, delay or issue in the CM's Daily Contractor Performance Log or Daily Contractor Performance Checklist, if used. Notification of the CA may be done electronically, via telephone or in person. Only factual information should be recorded in written documentation regarding the deficiencies, and CMs must not include any personal opinions or commentary.
- 3) **Daily Contractor Performance Checklist and/or Daily Contractor Performance Diary Log** – CMs should maintain a Daily Contractor Performance Checklist (Attachment 10A) and/or a Daily Contractor Performance Diary Log to record any contractor failures, delays or issues pertaining to the contractor's delivery of goods and/or services, the date of the failure, delay or issue, the date and content of any communication with the contractor about the matter, and the resolution of the matter, if known. The information from the checklists and diary logs should be used to complete Contractor Performance Evaluations and to provide contractor performance feedback to the CA if requested at the time of contract renewal. Only factual information should be recorded in checklists and diary logs, and CMs must not include any personal opinions or commentary. All performance checklists and diary logs shall be maintained in accordance with the Agency's document retention schedule.
- 4) **Contractor Performance Evaluations** – The purpose of the Contractor Performance Evaluation (Attachment 10D) is to provide an overall evaluative record of a contractor's customer service, performance, equipment and safety during the contract period based on the CM's observations. Only factual information should be recorded in the evaluation, and CMs must not include any personal opinions or commentary. Unless a different schedule is established by the contract, it is a best practice for CMs to submit an optional Contractor Performance Evaluation to the CA every six months for non-high risk contracts. All Contractor Performance Evaluations shall be included in the procurement file and be maintained in accordance with the Agency's document retention schedule.
- 5) **Procurement Complaint Form** – If a CM identifies that a contractor has not performed services and/or delivered goods according to the contract terms, the CA may request that the CM submit a Procurement Complaint Form to the

CA for the CA to submit to the Contract Officer. Like the Contractor Performance Diary Log, Daily Contractor Performance Checklist, and the Contractor Performance Evaluation, the Complaint must only include factual information, and the CM should not include personal opinions or commentary on the Complaint. All Procurement Complaints shall be included in the procurement file and retained according to the Agency's document retention schedule.

- 6) **Photographs and Other Documentation** – Proper documentation of contractor performance issues is not limited to the Procurement Complaint, the Daily Contractor Performance Log, the Daily Contractor Performance Checklist and the Contractor Performance Evaluation. In addition to these three types of documents, it is a best practice for CMs to photograph contractor performance issues if possible and safe. Other documentation of contractor performance issues may include emails, invoices, or other types of written material. All photographs and documentation not mentioned in the paragraphs above should be maintained in the Contract Monitor's contract file and retained according to the Agency's document retention schedule.

10.11 Task Orders and Work Orders – The following paragraphs explain the responsibilities of Contract Officers and Contract Administrators with respect to task orders and work orders. CMs are not authorized to issue, sign or change task orders or work orders but should have a generalized understanding of these two terms.

- a) **Task Orders** - For contracts that require issuance of task orders, no authorization to work exists without a task order signed by the CA. Task orders with a dollar value over \$100,000 must be reviewed and signed by the Contract Administrator and Contract Officer prior to issuance. This is not for approval of the work but a checkpoint for high dollar task orders.

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. Only the CA is authorized to make changes to a task order. Any change must be made within the scope of the original contract.

- b) **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. The 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. 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. When individual purchase orders are issued, the purchase order must be modified to reflect the work order changes.

10.12 Contract Modification – CMs are prohibited from excusing contractor performance and may not authorize any modifications to contract terms; only a Contract Officer may modify a contract. If the CM identifies a need for a contract modification, the CM may recommend the modification to the CA. Any request for change affecting price, quality, quantity, delivery or cancellation requires a thorough written explanation. Upon receipt of the recommendation from the CM, the CA will determine whether the recommendation warrants forwarding to the Contract Officer. Refer to Attachment 10C for the detailed Contract Modification process.



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Attachment 10A
DESIGNATION OF CONTRACT ADMINISTRATORS AND CONTRACT MONITORS

The purpose of contract administration and monitoring is to ensure that the Contractor's and VDOT's performance is in accordance with the terms and conditions of the contract for the goods or services being 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 abided by BOTH parties.

I. Post Award Meeting Instructions:

After the award of any contract and before the start of the contract, the Contract Officer (CO) will meet via phone, in person or otherwise communicate with the Contract Administrator (CA) and the Contract Monitor(s) (CM) to review contract requirements as well as contract administration and contract monitoring duties. Superintendents, Inspectors, Supervisors and others that will have contractor oversight responsibilities should also attend the meeting. If any CM cannot attend the meeting, the CA must meet separately with the CM in order to review the CM's duties and to ensure understanding of the contract requirements. The CO must provide a copy of the contract to the CA. The CA must provide a hard copy of the contract to each attendee from an Area Headquarters so that the contract can be kept as a reference at the job site. An optional Sample Daily Contractor Performance Checklist for Contract Monitors is included in this package and may also be used as a reference at the job site.

A. **Contract Review:** The following items should be reviewed in the meeting. *Descriptions in italics are examples.*

CA/CM Notes:

Type of Contract and Purpose:

- *Tree trimming, to trim trees in the Ashland Residency*
- *Equipment with Operator, to grade the side of a roadway or repair a drain in the Charlottesville Residency.*

Scope of Work/Contract Requirements:

- *Trees shall be trimmed 20' high and 30' back from the roadway. From Route 601 to Route 603. (If not a performance base contract, equipment needed and personnel required should be noted).*
- *To grade the right shoulder of Route 610 to be leveled with the roadway.*

Ordering Method

- *Purchase order, fax, email, work orders*

Traffic Control:

- *What TTC is required for the work, type of road and speed? (movable shoulder closure, one TMA)(lane closure, 3 TMAs)*

Contractor's Equipment:

- *One 30' bucket truck, one chipper*
- *One motor grader or a backhoe*

Contractor's Personnel:

- *4 man crew*
- *1 operator for each piece of equipment*



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Safety Requirement:

- *Hard hat, vest, chaps, certified Flaggers, Basic Work Zone Certification*

General and Special Terms and Conditions:

- *The CO should identify and review any terms and conditions that are important to the administration of the contract*

Emergency Response:

- *Not included in this contract*

Monitoring Contract Performance:

- Based on Unit of Measure/ Frequency of activity
- *Hourly contracts must be monitored frequently*
- *Performance based contracts (i.e. those delivered by the acre, linear foot, mile, etc.) may be monitored less frequently*

Worksite Damage:

- *Document and report any contractor damage*

Contractor Non-Compliance Issues:

- *Contractor not meeting the requirements. Document and report what requirements are not being met.*

Payment and Invoice Review:

- *Identify who will receive the invoices and the responsibility to review the charges for accuracy and to validate that the charges are for goods and services that have been received.*
 - *Hours worked / acres mowed / miles brush removed*
 - *Contract cost matches invoice*
 - *Other backup documentation i.e. material delivery tickets, timesheets, disposal documentation, etc.*

Modification/Contract change:

- *Contact the CA/CM for changes prior to additional work being ordered (Only the CO is authorize to modify the contract.)*

B. Contract Administrator Designation Letter

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

C. Contract Monitor Designation Letter

- Review each bullet that applies to the CM's assigned duties



D. Do's and Don'ts of Contract Administration and Monitoring

- DO:
 - Read the contract.
 - Maintain a professional relationship with the Contractor.
 - Identify the stakeholders and consult with these individual on their assignments.
 - The CA should conduct a start-up meeting with the Contractor for a comprehensive understanding of the contract requirements. CMs should also attend the meeting so everyone hears the same thing.
 - Maintain communications throughout the entire contract.
 - Address non-compliance issues immediately.
 - Maintain a complete file on good and bad performance.
- DON'T:
 - Relieve the Contractor of any contract requirement (Even once may cause the contractor to continue to request reprieves from a contract.)
 - Allow a lack of performance of the contract requirement. This will become the norm for the Contractor and will make it difficult to get the Contractor back on track.
 - Postpone administrative action based on a contractor promise.

II. Following the Post Award Meeting the CA must:

- A. Acknowledge full understanding of the contract requirements, and the duties that have been assigned to them by completing the Designation of Responsibilities for Contract Administration memo.
- B. Ensure proper adherence to all contract specifications by the Contractor.
- C. Distinguish between the CA's authority and which functions remain with the CO.

III. Following the Post Award Meeting the CM must:

- A. Acknowledge understanding of the contract requirements, and the duties that have been assigned to them by completing the Delegation of Responsibilities from Contract Administrator to Contract Monitor memo.
- B. Ensure proper adherence to all contract specifications by the Contractor.



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INTER-OFFICE MEMORANDUM

Designation and Responsibilities of Contract Administration

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TO:

FROM: _____, Contract Officer

Signature_____

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 completed contract administration or contract monitoring training within the preceding two (2) years, 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.



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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 AND NUMBER OF RENEWALS: Click here to enter text.

CONTRACT ADMINISTRATOR: 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, signs and processed promptly
- ☐ Retain all necessary documentation to support/justifying the payment of each invoice submitted under the contract.
- ☐ Assist Contract Administrator with documentation for a Procurement Complaint Form when applicable
- ☐ Other _____
- ☐ Other _____

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
- Had Maintenance Contract Monitoring and Fundamentals or Contract Administration with Ethics Training Combination Class within the preceding two (2) years.

Contract Administrator

Signed: _____

Print Name: _____

Date: _____

Contract Monitor

Signed: _____

Print Name: _____

Date: _____

Contract Monitor

Signed: _____

Print Name: _____

Date: _____

Contract Monitor

Signed: _____

Print Name: _____

Date: _____

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



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Sample Daily Contractor Performance Checklist for Contract Monitors

The information contained in this checklist is overview in nature and may be amended by the Contract Administrator or Contract Monitor as need to meet their contract oversight responsibilities. It is recommended that the checklist be no longer than one page.

DATE: _____ ROUTE: _____ CONTRACT/PO #: _____

CONTRACTOR: _____ TYPE OF WORK: _____

WORK ZONE SET UP

PROPER TRAFFIC CONTROL LAYOUT USED	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
SIGNS ARE IN GOOD CONDITION (EASY TO READ/CLEAN)	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
SHADOW VEHICLE, AS NEEDED	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
FLAGGERS CERTIFIED	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A

SAFETY

PERSONNEL WEARING PROPER PROTECTIVE GEAR	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
PERSONNEL WORKING WITHIN THE WORKZONE	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
PERSONNEL WORKING IN A SAFE MANNER	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
CPR/FIRST AID CERTIFICATION, IF REQUIRED	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
BASIC OR INTERMEDIATE WORK ZONE CERTIFICATION	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A

EQUIPMENT

ARRIVED ON TIME WITH PROPER EQUIPMENT AND PERSONNEL	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
EQUIPMENT IN GOOD WORKING CONDITION	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
EQUIPMENT SAFE (SHIELD/GUARD DEVICE, BACK UP ALARMS, WARNING LIGHTS)	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A

GENERAL

BRUSH/DEBRIS, COLLECTED/PROPERLY DISPOSED	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
LOCATION COMPLETED ON TIME	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
SUFFICIENT PROGRESS BEING MADE	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
COMMUNICATION PROBLEMS WITH VDOT REPRESENTATIVE	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A
CONTRACT OR IS WORKING IN ACCORDANCE WITH CONTRACT REQUIREMENTS	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>	N/A

SPECIAL ISSUES OR SITUATIONS (USE THIS AREA TO DOCUMENT CONVERSATIONS, UNUSUAL EVENTS, NON-COMPLIANCE ISSUES, AND NO ANSWERS)

(ANY PERFORMANCE ISSUES NOTED ABOVE MUST BE FORWARDED TO THE CONTRACT ADMINISTRATOR IMMEDIATELY)



**Attachment 10A-1
DESIGNATION OF HIGH RISK CONTRACT ADMINISTRATORS**

The purpose of contract administration is to ensure that the Contractor's and VDOT's performance is in accordance with the terms and conditions of the contract for the goods or services being 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 abided by BOTH parties.

I. Post Award Meeting Instructions:

After the award of any contract and before the start of the contract, the Contract Officer (CO) will meet via phone, in person or otherwise communicate with the Contract Administrator (CA) to review contract requirements as well as contract administration duties. The CO must provide a copy of the contract to the CA. An optional Sample Daily Contractor Performance Checklist is included in this package and may also be used as a reference at the job site.

A. Contract Review: The following items should be reviewed in the meeting. *Descriptions in italics are examples.*

<u>Type of Contract and Purpose:</u> <ul style="list-style-type: none"> <i>Tree trimming, to trim trees in the Ashland Residency</i> <i>Equipment with Operator, to grade the side of a roadway or repair a drain in the Charlottesville Residency.</i> 	
<u>Scope of Work/Contract Requirements:</u> <ul style="list-style-type: none"> <i>Trees shall be trimmed 20' high and 30' back from the roadway. From Route 601 to Route 603. (If not a performance base contract, equipment needed and personnel required should be noted).</i> <i>To grade the right shoulder of Route 610 to be leveled with the roadway.</i> 	
<u>Ordering Method</u> <ul style="list-style-type: none"> <i>Purchase order, fax, email, work orders</i> 	
<u>Traffic Control:</u> <ul style="list-style-type: none"> <i>What TTC is required for the work, type of road and speed (movable shoulder closure, one TMA)(lane closure, 3 TMAs)</i> 	
<u>Contractor's Equipment:</u> <ul style="list-style-type: none"> <i>One 30' bucket truck, one chipper</i> <i>One motor grader or a backhoe</i> 	
<u>Contractor's Personnel:</u> <ul style="list-style-type: none"> <i>4 man crew</i> <i>1 operator for each piece of equipment</i> 	
<u>Safety Requirement:</u> <ul style="list-style-type: none"> <i>Hard hat, vest, chaps, certified Flaggers, Basic Work Zone Certification</i> 	
<u>General and Special Terms and Conditions:</u> <ul style="list-style-type: none"> <i>The CO should identify and review any terms and conditions that are important to the administration of the contract</i> 	
<u>Emergency Response:</u> <ul style="list-style-type: none"> <i>Not included in this contract</i> 	
<u>Contract Performance:</u> Based on Unit of Measure/ Frequency of activity <ul style="list-style-type: none"> <i>Hourly contracts must be monitored frequently</i> <i>Performance based contracts (i.e. those delivered by the acre, linear foot, mile, etc.) may be monitored less frequently</i> 	
<u>Worksite Damage:</u> <ul style="list-style-type: none"> <i>Document and report any contractor damage</i> 	
<u>Contractor Non-Compliance Issues:</u> <ul style="list-style-type: none"> <i>Contractor not meeting the requirements. Document and report what requirements are not being met.</i> 	

<u>Payment and Invoice Review:</u> <ul style="list-style-type: none"> Identify who will receive the invoices and the responsibility to review the charges for accuracy and to validate that the charges are for goods and services that have been received. 	
<ul style="list-style-type: none"> Hours worked / acres mowed / miles brush removed Contract cost matches invoice 	
<ul style="list-style-type: none"> Other backup documentation i.e. material delivery tickets, timesheets, disposal documentation, etc. 	
<u>Modification/Contract change:</u> <ul style="list-style-type: none"> Contact the CA for changes prior to additional work being ordered (Only the CO is authorized to modify the contract.) 	

B. Do's and Don'ts of Contract Administration

- DO:
 - Read the contract.
 - Maintain a professional relationship with the Contractor.
 - Identify the stakeholders and consult with these individual on their assignments.
 - The CA should conduct a start-up meeting with the Contractor for a comprehensive understanding of the contract requirements.
 - Maintain communications throughout the entire contract.
 - Address non-compliance issues immediately.
 - Maintain a complete file on good and bad performance.
- DON'T:
 - Relieve the Contractor of any contract requirement (Even once may cause the contractor to continue to request reprieves from a contract.)
 - Allow a lack of performance of the contract requirement. This will become the norm for the Contractor and will make it difficult to get the Contractor back on track.
 - Postpone administrative action based on a contractor promise.

II. Following the Post Award Meeting the CA must:

- A. Acknowledge full understanding of the contract requirements, and the duties that have been assigned to them by completing the Designation of Responsibilities for Contract Administration memo.
- B. Ensure proper adherence to all contract specifications by the Contractor.
- C. Distinguish between the CA's authority and which functions remain with the CO.



ASD-41
Rev. 07/2021

INTER-OFFICE MEMORANDUM
Designation and Responsibilities of High Risk Contract Administration

TO:
FROM: Toya Peterson, Administrative Services Director Signature: _____
DATE:

The contract referenced below has been awarded and services or performance may commence. You have been assigned as the Contract Administrator for this High Risk 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.

As a High Risk Contract Administrator, I acknowledge I have prior Contract Administration experience from the following contracts. List prior Contract Administration experience:

Contract Number: _____ Dollar Value: _____ Commodity/Description: _____
Contract Number: _____ Dollar Value: _____ Commodity/Description: _____
Contract Number: _____ Dollar Value: _____ Commodity/Description: _____

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: _____ Date: _____

Signed: _____ (Supervisor/Manager) Print: _____ Date: _____

Please sign and return one copy to immediately and retain a second 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

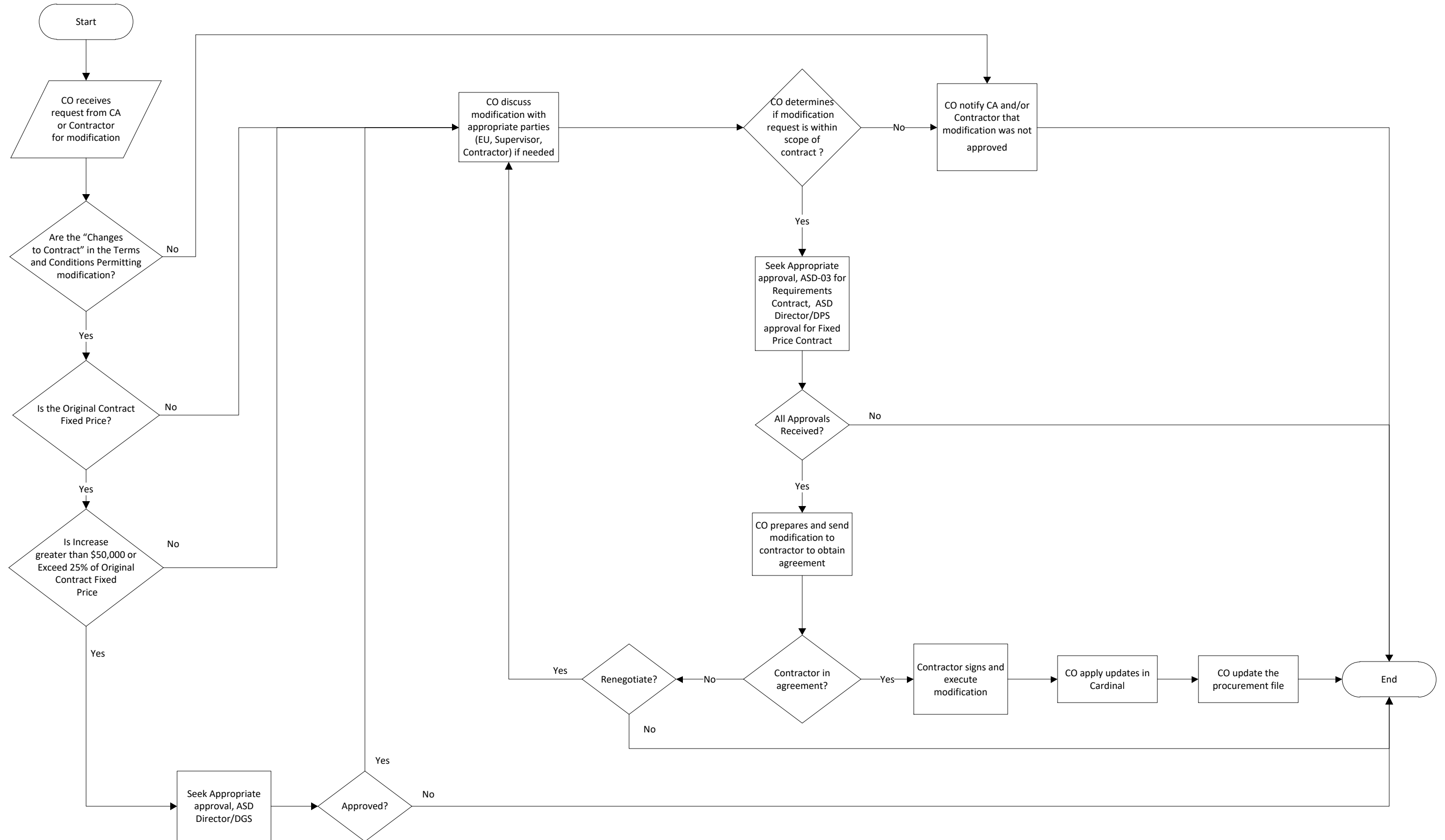
10. CONTRACTOR TO PERFORM WORK IN LIEU OF PRIMARY _____

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.

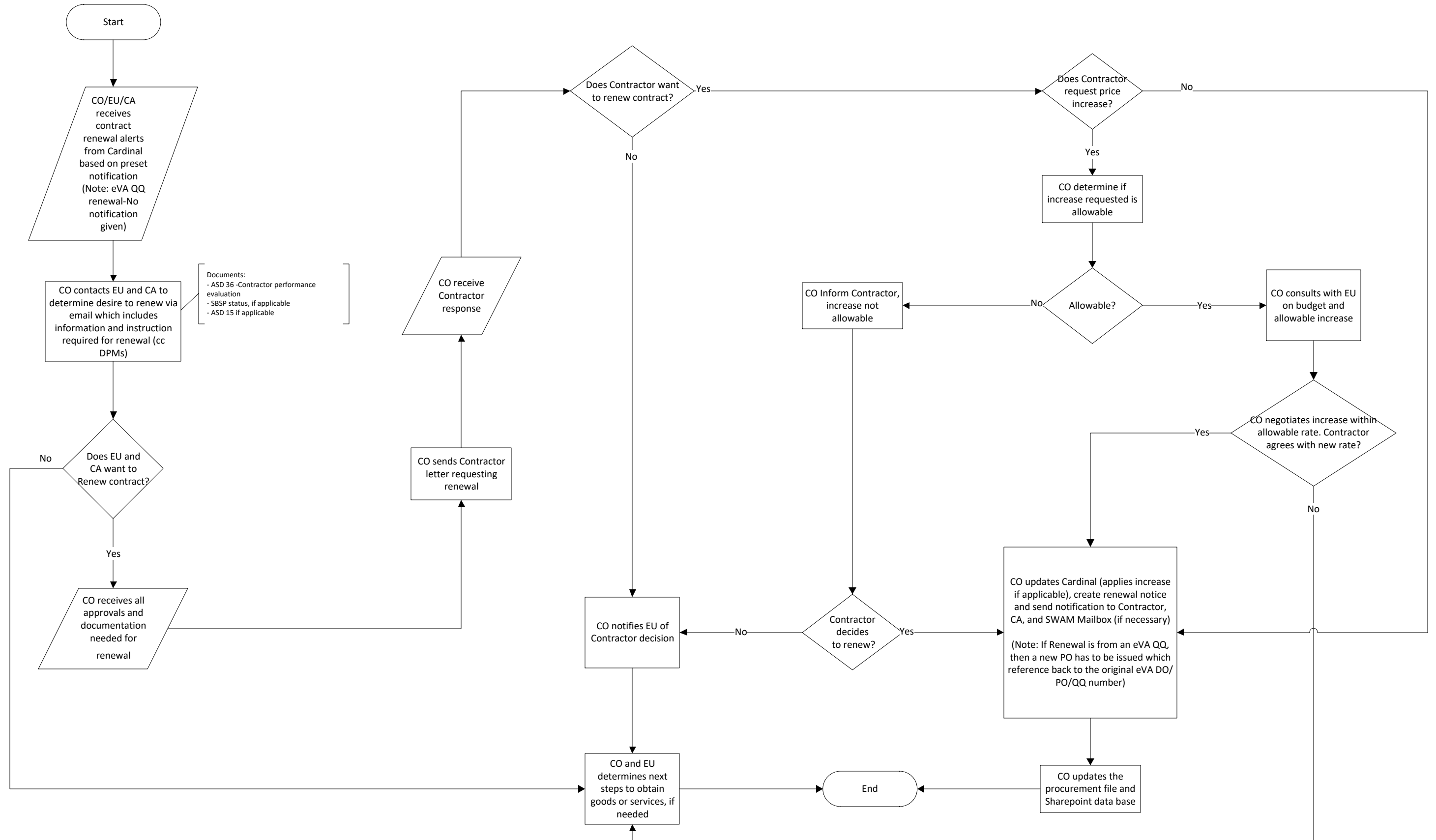
SECTION II: OVERALL PERFORMANCE

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 Senior Procurement Manager and ASD Director. Contract Officer and 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 Senior Procurement Manager for review and input from the Office of Attorney General, if needed.

The ASD Director 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 Senior Procurement Manager along with copies of the file and documentation involved with the claim. The Senior Procurement Manager will confer with the ASD Director 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

PROTEST PROCESS AND EXPECTATIONS

In accordance with the *Code of Virginia* § 2.2-4360 and the *Agency Procurement and Surplus Property Manual* (APSPM) Section 11.2(d), "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 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 and all supporting documentation to Procurement Manager (PM), Senior Procurement Manager (SPM), Legal Ops Supervisor (LOS) and Director of ASD immediately upon receipt. Letter shall be date and time stamped by the CO upon receipt.
- b) Upon receipt, LOS forwards protest letter and supporting documentation to the Office of the Attorney General (OAG) for review.
- c) CO, PM, and SPM meet to discuss merits of protest.
- d) SPM and LOS meet to discuss merits of protest.
- e) CO notifies end user of procurement status.

2. Determine validity of protest. Is protest valid?

If No -

- a) The CO and PM draft and proofread response letter, with reference to portions of the APSPM and *Code of Virginia* pertaining to points in protest letter.
- b) The SPM and LOS review the draft response.
- c) The LOS revises the draft response as needed.
- d) The LOS sends the draft response to the OAG for review and approval and meets with the OAG to discuss the protest, response and supporting documentation.
- e) OAG returns response to LOS with comment and suggested revisions.
- f) Based on OAG feedback, LOS makes revisions to protest letter if needed.
- g) LOS forwards the finalized and OAG approved response to the SPM, PM and CO for final review.
- h) 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.
- i) Director of ASD sends response letter via certified US mail and email (optional), within ten (10) days of receipt of original protest letter.

Attachment 11B

- j) 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 PM draft and proofread response letter, with reference to relevant portions of the APSPM and *Code of Virginia*.
- b) The SPM and LOS review the draft response.
- c) The LOS revises the draft response as needed.
- d) The LOS sends the draft response to the OAG for review and approval and meets with the OAG to discuss the protest, response and supporting documentation.
- e) OAG returns response to LOS with comment, suggested revisions and approval.
- f) Based on OAG feedback, LOS makes revisions to protest letter if needed.
- g) LOS forwards the finalized and OAG-approved response to the SPM, PM and CO for final review.
- h) 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.
- i) Director of ASD sends response letter via certified US mail and email (optional), within ten (10) days of receipt of original protest letter.
- j) Electronic copy of the protest letter, response letter, and copy of certified receipt are stored on the server in a shared folder labeled "Protests."
- k) CO rescinds Notice of Intent to Award (NOIA).
- l) CO re-evaluates bids and issues a new NOIA and posts in eVA (proceed to m) or cancels (proceed to n).
- m) CO notifies end user that a new NOIA is issued and posted in eVA.
- n) 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.

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

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

If Yes –

Attachment 11B

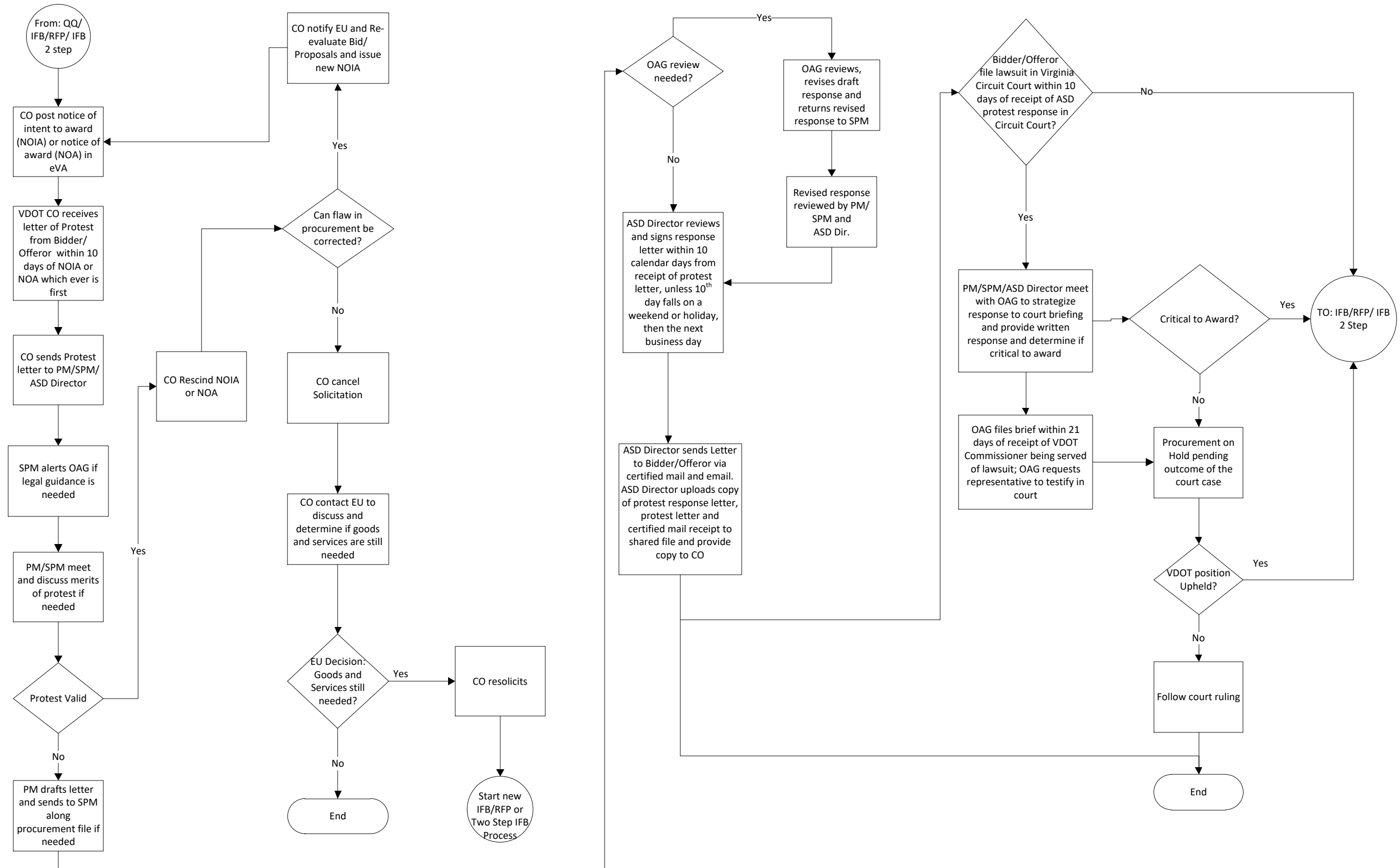
- a) Director of ASD notifies LOS and SPM of lawsuit.
- b) SPM notifies CO of lawsuit.
- c) LOS and Director of ASD meet with OAG in response to court filing and expected actions to be taken.
- d) LOS updates SPM and CO on guidance from OAG.
- e) The CO notifies end user of lawsuit, any guidance offered by OAG and affect of lawsuit on contract award.
- f) If procurement is critical to award, LOS and other ASD staff work 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.

VDOT
ASD Procurement

Attachment 11B
Protest Process

2019



SECTION 12

STATE & FEDERAL SURPLUS PROPERTY

12.1 Surplus Property Officer – COFM 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 COFM 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	Senior Procurement Manager	Phone Number
Central Office	Kelley Kimberlin	804-371-6728
Central Office	Rachel Hoffman	804-786-6173
Location	Procurement Manager	Phone Number
Statewide	Angie Babb	703-795-0302
Bristol	Diane Fair	276-696-3341
Lynchburg	Donna McGuire	434-856-8128
Salem	Michele Thompson	540-375-3557
Staunton	Pam Sprouse	540-332-9206
Central Office	Brenda Williams	804-786-2777
Central Office	Kim Chaney	804-786-0954
Central Office	Vacant	804-482-8064
Fredericksburg	Margaret Sumiel	540-899-4256
Culpeper	Donna Backe	540-829-7470
NoVA	Cindy Neher	703-259-2493
Richmond	Vacant	804-524-6016
Hampton Roads	Daniel Wilborn	757-925-3679

- 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 Contract Repository** – contains all contracts awarded by ASD statewide. Ability to search by contract, contract officer, district, and commodity or service area. [ASD Contract Repository](#)

- 13.4 ASD Procurement Helpdesk** – Support and assistance is available by sending an email with description of the issue to: COASDProcurementHelpdesk@vdot.virginia.gov.
- 13.5 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.
- 13.6 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.
- 13.7 Training** – If you need procurement training, please contact the PRT personnel or Procurement Manager 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 simulation and training information, found at VDOT U and additional 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 must use eVA to create purchase orders against established DGS/DPS contracts which mandates direct order entry in eVA (i.e. VITA and Fuel contracts) and issue quick quotes which result in direct orders created in eVA. The Contract Officer is responsible for updating account information in Cardinal and notifying requesters when the Cardinal purchase order is available for use. All other purchases are to be entered in Cardinal.

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



Revised November 1, 2019

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.
- F. 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 shall not be stored on the user's personal or work computer.

Password Requirement

The minimum password length required by the system must be 8 characters. The system checks password history to ensure that passwords cannot be reused for 24 logins.

Passwords shall contain at least three of the following four:

- 1. Special characters
- 2. Alphabetical characters
- 3. Numerical characters
- 4. Combination of upper and lower case letters

Password minimum and maximum lifetime restrictions of 24 hours minimum and a 90-day maximum.

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 usernames. Personal usernames 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 usernames. Similarly, users are forbidden from performing any activity with usernames belonging to other users.

When the User has a blocked *eVA* account or has forgotten their password or username they shall use the “Forgot Username/Password” button located on the *eVA* home page below the Buyer login. Users should contact the Entity *eVA* Security Officer or Entity *eVA* Lead if they are unable to reset their password.

To learn more about the Information Security Standards, go here:

http://vita.virginia.gov/uploadedFiles/VITA_Main_Public/Library/PSGs/HostedEnvironmentInformationSecurityStandardSEC52501.pdf

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

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.

My signature acknowledges that I have read, understood and will adhere to the *eVA* Acceptable Use Policy. Return this form to your Entity *eVA* Security Officer.

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

Signature:

Printed Name:

Agency Name
and Number:

Title:

Date:

SECTION 15

CAPITAL OUTLAY

- 15.1 General** - Capital Outlay Division is responsible for the administration and management of professional and construction services for capital outlay and maintenance reserve projects, when professional engineering and design services are required in accordance with the [Construction and Professional Services Manual \(CPSM\)](#).

Responsibility	Contact
Capital Outlay Director	Bill Ferguson
Capital Outlay Assistant Director	
Capital Outlay Contract Administrator	Divan DePriest

- 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 Capital Outlay Director 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.
*E-signatures are acceptable on Form ASD-33.

Capital Outlay Division 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 Division of Engineering and Buildings (DEB), ASD will advertise and award construction contract in accordance with *CPSM* guidelines.

Projects with a fixed price contract for construction occasionally require change 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 (ASD-40). 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 (ASD-40) 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 (ASD-40) 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 (ASD-40), 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 (ASD-40) and the Notice to Cure letter in the Procurement File. The Contract Officer shall also complete and maintain the Notice to Cure Record 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 work, the Owner may replace such material and/or correct such work and charge the cost to the Contractor, or may terminate the contract as provided in the Section 41 of these general conditions, the Contractor surety being liable to any damage to the same extent as provided in Section 41.”

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.

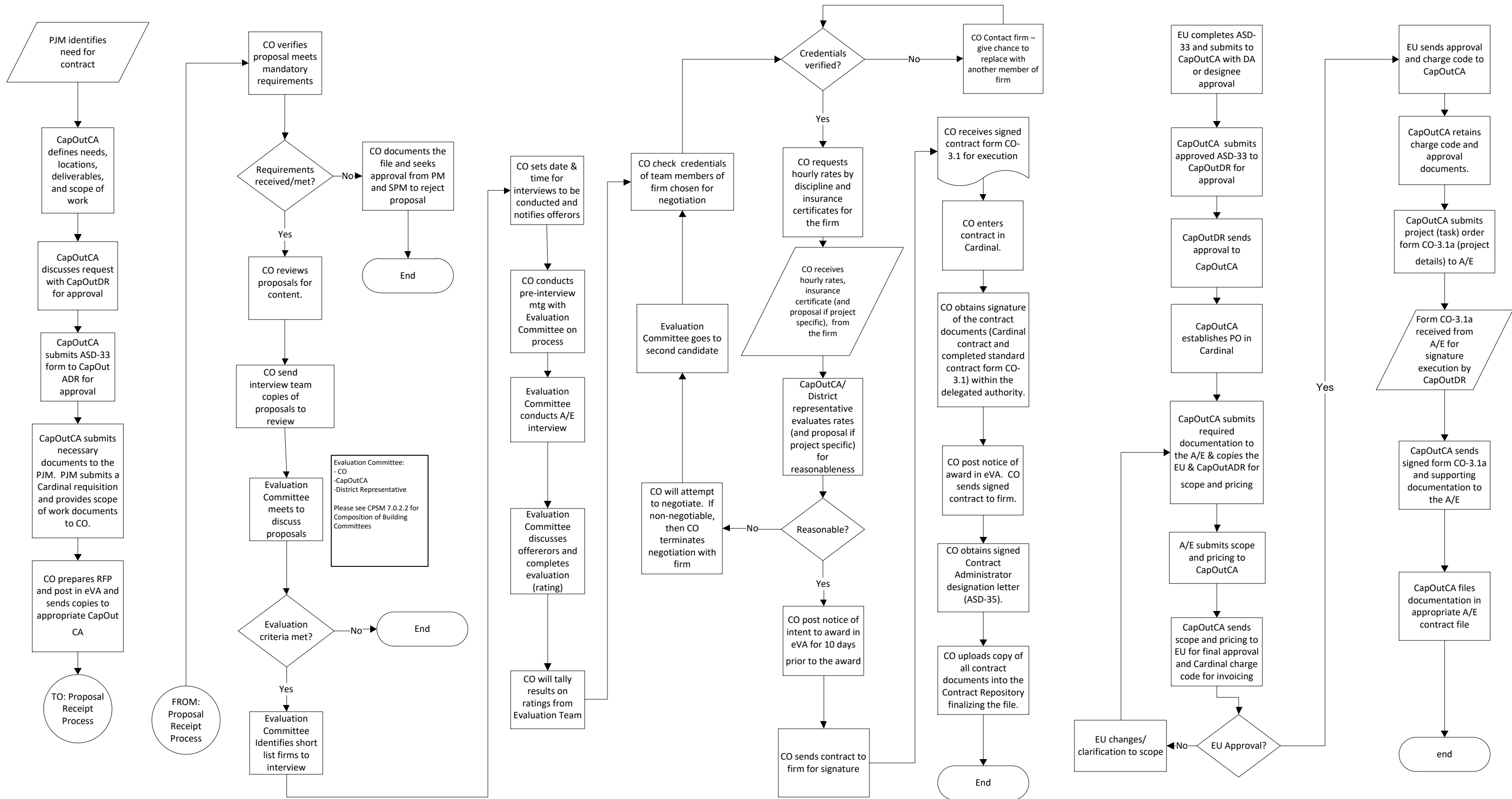
(d) Termination: If there is no performance bond and/or at VDOT's sole discretion, the contract may be terminated for cause or terminated for convenience, as may be applicable. If VDOT opts to terminate for cause, then the construction Contractor may be required to pay damages and/or re-procurement costs.

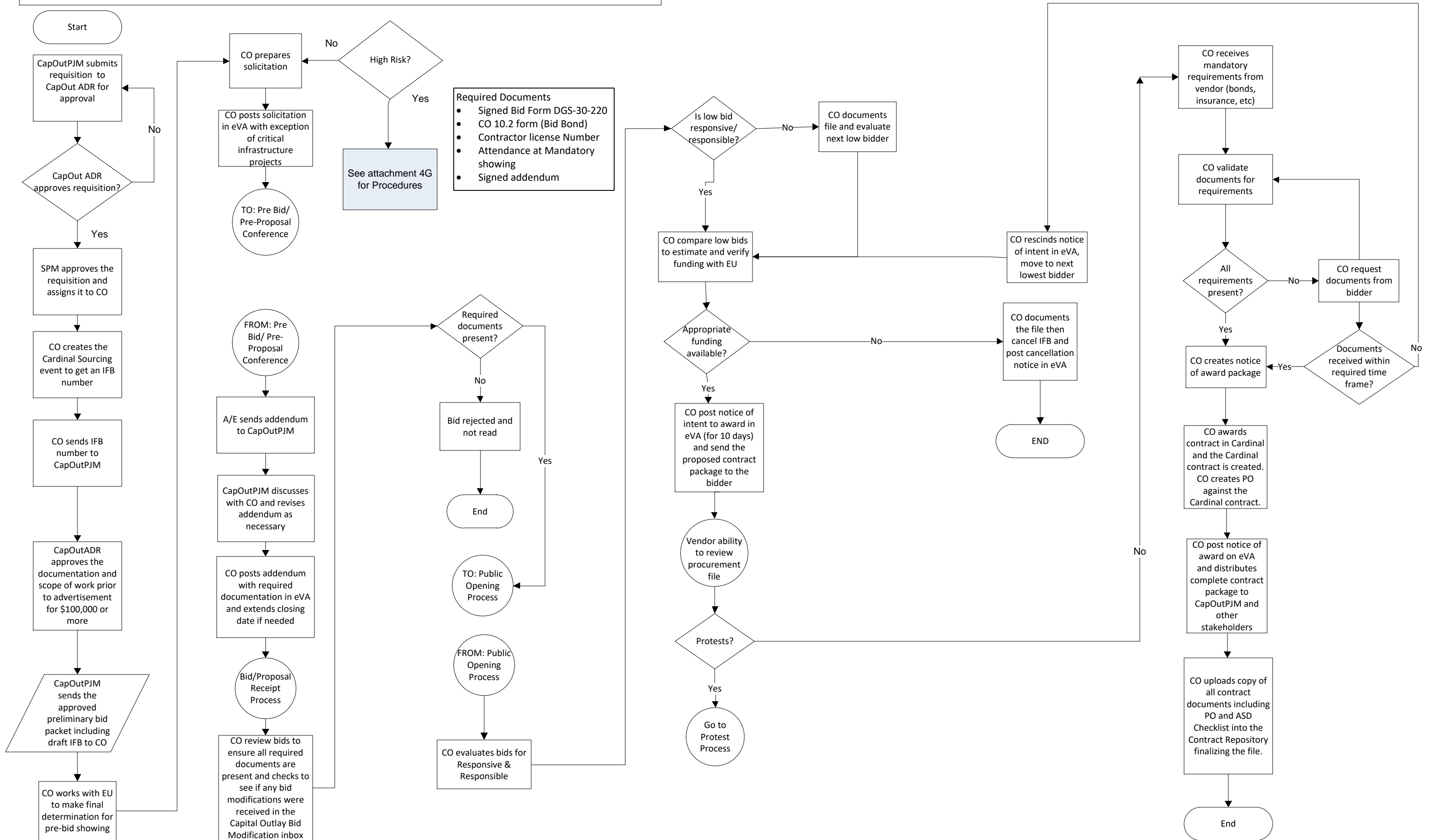
15.9 Debarment – VDOT may opt to submit an Initial Debarment Request to the Division of Engineering (DEB) Director. A debarment may be issued for both performance and non-performance related causes. In the event that VDOT notifies the Bonding Agency of the construction Contractor's default or if the 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.

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) provide training and conduct reviews to ensure compliance with existing procurement laws and guidelines. Training and compliance reviews help ensure VDOT personnel:

- (a) complete procurement transactions and administer contracts in accordance with established regulations and procedures;
- (b) demonstrate understanding of and adherence to established regulations and procedures;
- (c) manage the Agency's procurement-related risks and liability.

16.2 Training – PRT provides procurement related policy training statewide to VDOT employees. All class participants must register for procurement training in [VDOT University](#) and must attend the entire duration of a class to receive credit for that class.

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 Senior 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, redaction of protected information, and distribution of documents in response to ASD FOIA requests and logs all requests in the online VDOT FOIA Tracker. The PRT team will provide guidance to ensure that responses to requests for information are timely and appropriate.

Appendix A

Process Map Acronyms

<p>ADA – 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>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>CRD – Civil Rights Division</p> <p>CTB – Commonwealth Transportation Board</p> <p>DA – District Administrator</p> <p>DivA – Division Administrator</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>EPM- Executive Procurement Manager</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- Procurement Manager</p> <p>PJM – Project Manager</p> <p>PSS – Personnel Security Section</p> <p>QQ – Quick Quote</p> <p>RFP – Request for Proposal</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>SPM – Senior Procurement Manager</p> <p>SWaM – Small, Woman, and Minority</p> <p>VBO – eVA – Virginia Business Opportunities</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-08	Vendor Qualification Questionnaire	4
ASD-09	Pre Bid Proposal Attendance Form	6
ASD-11	DSBSD Certified Small Business Waiver Request	3
ASD-12	Contract Reference Check Worksheet	6
ASD-13	Price Reasonableness Determination and Findings	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-33	Request for Approval to Use Consultant Services	15
ASD-34	Deleted	
ASD-35	Designation of Contract Administrators and Contract Monitors	10
ASD-36	Contract Performance Renewal Recommendation Form	10

Name	Title	Section #
ASD-37	Conference and Training Procurement Checklist	3
ASD-40	Facilities Construction Procurement Complaint Form	15
ASD-41	Designation of High Risk Contract Administrators and Contract Monitors	10
ASD-43	High Risk Contracts Evaluation Form	4
ASD-51	Public Procurement Ethics and Conflict of Interest Agreement	7
ASD-63	Deleted	3
COV-eVAFormAccess	Request Form for eVA User Profile	14
COV-UserForm-eVA	eVA Acceptable Use Acknowledgement	14
DGS Annex 8C Sole Source Procurement Approval Request	DGS Annex8C Sole Source Procurement Approval	8
DGS-Annex10H-ProcurementComplaintForm	DGS Annex10H Procurement Complaint Form	10
DGS-Annex7D-StandardContractFormat	DGS Annex 7D Standard Contract Format	7

Appendix C – Manual Changes

Date: April 2021

Subject: Summary of Changes to the ASD Procurement Procedures Manual and ASD Corporate Documents

Below is a summary of the changes made to the Administrative Services Division's Procurement Procedures Manual and Corporate Documents. All changes are effective immediately.

I. Procurement Procedures Manual

Section	Summary of Changes
Entire Manual	<ul style="list-style-type: none"> Update Small Purchase authority from \$5,000 to up to and including \$10,000 Update role title from Regional Procurement Manager to Senior Procurement Manager (RPM replaced with SPM); removed all references of "regional" Updated role title from Central Office Procurement Manager (COPM) to Procurement Manager (PM) and District Procurement Manager (DPM) to Procurement Manager (PM) Update all reference of "SWaM Advocate" to "SWaM Mailbox" Checked all web links, updated page numbers and attachment numbers Updated all revision dates on all attachments, flowcharts and forms that required change Updated all sections and flowcharts that reference "tracking log" to read "ASD Repository" Updated all sections and flowcharts that reference "DTF" to read "DTF (ASD-03)" Updated all sections and flowcharts that reference "ASD 14 is placed in a folder for the BT" to read "Bid Tab calendar is updated with the closing date and BT prepares the ASD-14" Updated all sections and flowcharts that reference "DPS" to read "DGS"
Purpose Page	Removed Lisa M. Pride as Director and replaced with Toya Peterson
Table of Contents	Updated revised sections 6 and 10
1	Replaced entire Section 1 (rev 4.30.2021)
1.3	Removed Procurement Manager chart and added to Section 13 (10.2020)
1.5	Removed "(single quote limit) from Buyers and Small Purchase Charge Card (SPCC) Holders Added "Executive Procurement Manager" for procurement authority (rev.4.2021)
2	Attachment 2A- Updates title from "Purchase" to "Purchases"; updated date from 2013 to 2019
2.1	2 nd paragraph-update SPCC User Guide to SPCC Program Guide and throughout manual
2.2a	Added last sentence "This information should be entered into the PO reference field (See 2A).
2.4	DPS Optional Use Contracts for Equipment

3	<ul style="list-style-type: none"> • Add "Attachment 3A" to Procurement Approval Request Form; replaced name reference "Lisa Pride" to "Toya Peterson" • Add "Attachment 3B" to Document to File/Manager Approval form and form # "ASD-03 Rev. 9/2019"; add checkbox for "Proprietary/Brand Name Specifications" and a checkbox for "No Award"; on Approvals Required-add checkbox for "No Award" and for "Proprietary/Brand Name Specification" with approval requirement • Add "Attachment 3B" to DTF ASD-03; pg. 2 Approvals Required; added under "Other" High Risk Contract Administrator Approval and Contract Administrator approval; in the order requested as listing High Risk first • Add "Attachment 3D" to DSBSD CERTIFIED SMALL BUSINESS WAIVER REQUEST FORM INSTRUCTIONS and add form "ASD-11" • Deleted-Attachment 3E (Form ASD-63) • Replaced on Attachment 3F-all reference for "under" to "up to and including \$10,000" • Add to Attachment 3G form # "ASD-37 Rev. 01/15"
3.3	Last paragraph-change "all procurement files" to "all RFP procurement files"; change "applicable checklists" to "applicable checklist"
3.3a	Replaced "acceptable" with "acceptable"
3.3b	Add "(eff.8/19-See Attachment 6A)" behind ASD-06
3.6	First paragraph-Delete "set-aside or" and replace with "the small business..." Second paragraph-Delete "quarter" and replace with "month"
4	<ul style="list-style-type: none"> • Attachment 4B-add "Dept. ID:" in field beside Contract Administrator • Attachment 4C-1, pg. 2 of 9 #8-Add "Ensure solicitation documents free of a requirement for the Offeror/Bidder/Contractor to obtain a license before submission of a bid or before the bid may be considered for award of a contract." • Attachment 4F-add at #4 Is this a high risk contract per APSPM 3.1? (Refer to Attachment 4G for review process) • Attachment 4G-added new High Risk process • Attachment 4H-added new High Risk Contracts Evaluation Form
4.3a	Add new (i)- High Risk Contracts- any public contract with a state public body for the procurement of goods, services, insurance, or construction as defined by APSPM 3.1; continue number sequence
4.3e (ii)	Add to (ii)-last sentence- "ASD-15" to read "The written approval (ASD-15) will be part...."
4.3f (x1)	X. Aggregates (1) Delivered Stone; Remove "Statewide" and replace to read "District needs are..."
5	<ul style="list-style-type: none"> • Attachment 5B-replaced 14.9 with 14.9c • Attachment 5E pg.1-bottom left-removed "Delivered Stone"; top right-removed box with contents "DPM approval for central office solicitation only"
5.2	Updated SPCC Program Administrator contact chart
5.2a	Training Requirements: Replace "Supervisors" with "Approvers"
5.2e	Updated training class title to read "...up to and including \$5000"
5.4 (1)	Updated 14.9 to read 14.9c

6	<ul style="list-style-type: none"> • Attachment 6A-Add High Risk Section on ASD-06 form after Bid Preparation section and included the link to the OAG and DGS form; Add High Risk to the Bid Award section to include the link to the OAG and DGS form • Attachment 6B-Section A- IFB Two-Step Advertisement Documents-removed “newspaper advertising” and “and/or newspaper posting”; added High Risk • Attachment 6D pg 1 of 2-updated Federal Funds process (removed the step #'s) through flowchart and Add High Risk process; pg 2 of 2 Add High Risk process • Attachment 6E- 2nd box to far left-updated “SA” to read “SWaM Mailbox” • Attachment 6F pg 1 of 1-Add High Risk process and updated Federal Funds process; removed the box for SWaM set aside special terms and conditions, updated process for ASD-14 is placed in a folder for the BT to read “CO sends email notification to BT and post to BT Calendar”; 6F pg 2 of 2-Add High Risk Process and updated the Federal Funds process box • Attachment 6G-after Bidders Submission Process; Remove “this is a sealed bid”; Add “You should point out that electronic bids is the preferred method. Additionally, paper bid responses will be accepted. Paper bids must be submitted in a sealed...” • Attachment 6L-last box-updated to read “B/P files are securely stored until time of bid opening.” • Attachment 6M-Conducting the Bid Opening- IFB- updated to read “IFB files are securely stored until time of bid opening” and removed “filed and locked in a file cabinet and filed by Contract Officer’s (CO) last name”-Updated “Public Opening Log” to read “Public Attendance Record”; #6-removed “Open each bid and read” and replaced to read “BT will display ebid responses and open paper bids. BT will read the bidder’s name...”; Added new #13 & #14 to read #13- Paper bid responses are entered into ebid (eVA), upload bid document and #14 –Enter ebid pricing into Cardinal bid tab; #13 becomes the new #15 and continue in order; Two Step IFB- updated to read “files are securely stored until time of bid opening.”; #3 under Two Step IFB- removed “locked file cabinet” replaced with “location”; #12 under Two Step IFB- removed “the Two Step IFB file (unless they do not fit in the file) and replaced to read “...all technical proposals in a secured location.”; Request for RFP- removed “securely filed and locked in a file cabinet (or an office with a lock) and filed by CO’s last name and replaced to read “RFP files are kept in a secured location.”; #2 under Request for RFP-removed “the ASD-04 Public Opening Log and” and sentence is updated to read “Return all proposals to CO.”; 6M flowchart-removed all reference for “Public Opening Log” and replaced to read “Public Opening Attendance Record” • Attachment 6O-added the Price Reasonableness Determination and Findings (ASD-13)
6.1	Removed “s” on IFB; removed “lead times to increase up to”; Add revision date to ASD-06
6.3	Removed third paragraph “When evaluating proposals, ...”
6.4	Removed third paragraph “If attendance at the pre-bid conference....”
6.5	Updated “Public Opening Log Form” to read “Public Opening Attendance Record”

7	Attachment 7A-Section A under Proposal Distribution-removed second bullet "Email "Ads, VDOTAds (VDOT)...copy of newspaper advertisement(s)"; added High Risk
7.2	Removed third paragraph "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."; Add at end "Evaluation criteria weights...., if not included in solicitation."; replaced "SWaM Advocate" to read "SWaM Mailbox"
8	<ul style="list-style-type: none"> Replaced with new form-Annex 8C Attachment 8B-Added High Risk Process; replaced "DPS" with "DGS"
9	Attachment 9A-replaced with updated ASD-16
9.3	Added Posting Requirements
10	<ul style="list-style-type: none"> Added Attachment 10A- signature line for Director Added the new Attachment 10A-1 Designation and Responsibilities of High Risk Contract Administration Attachment 10C-updated "Original Contract Price" to "Original Contract Fixed Price" Attachment 10E-updated "(Note: If Renewal is from an eVA QQ, then a new requisition/PO...to read If Renewal is from an eVA QQ, then a new PO..."
10.1	Added last sentence; "High risk contracts shall be delegated in writing by the ASD Division Administrator. Non-high risk contracts shall be delegated by the Contract Officer."
10.2	Added second paragraph; " High-Risk Contracts requires that the Contract Administrators must have prior contract administration experience. Contract administration shall be delegated in writing on the Designation of High Risk Contract Administrators and Contract Monitors (Attachment 10A-1) by the agency's Chief Procurement Officer, designating a specific individual."
10.7	Added Section 10.7- Contract Monitoring; Designation and Training (rev 7.27.2021)
11	<ul style="list-style-type: none"> Attachment 11B-2g; deleted "and cancels the solicitation, if required." Attachment 11B Flowchart-Added "and provide a copy to CO" to the end of "ASDEA uploads copy of protest response letter..."; added updated version
12	Replaced "ASD Facility Management" with "COFM Facility Management"
13.1	Deleted existing chart and replaces with updated Procurement Manager Contact chart to include Senior Procurement Managers; removed Patricia Rhodes; removed Linda Arrington; added Angie Babb
13.3	Correction to numerical order from 13.3-13.7
14	Attachment 14B-replaced with updated eVA Acceptable Use Agreement dated November 2019
14.1	Updated first paragraph to read "Cardinal simulation and training information, found at VDOT U and additional resources can be found at:"
15	Attachment 15B and 15C-updated process flowcharts
16	Updated Section 16-ASD Procurement Review and Training Section 16.1 a-c and 16.4 FOIA
Appendix A	Added "QQ-Quick Quote"; "SPM-Senior Procurement Manager"; removed Regional Procurement Manager; updated Project Manager to "PJM"
Appendix B	Added ASD-41 Designation of High Risk Contract Administrators and Contract Monitors

II. Corporate Documents

Document	Summary of Changes
ASD-02	Deleted second bullet reference to Newspaper Advertisement
ASD-03	Updated to include "High Risk"; added Proprietary Specifications and No Award
ASD-06	Updated to include "High Risk"
ASD-13	Added to Manual
ASD-16	Updated Form with latest version
ASD-17	Update spending threshold from \$5000 to \$10,000
ASD-18	Updated to include "High Risk"; removed newspaper advertisement
ASD-20	Updated General and Special Terms and Conditions (PIM 37-38)
ASD-30	Added "Dept. ID"
ASD-33	Added Capital Outlay Director to sign off on this form
ASD-35	Updated to include "High Risk"
ASD-41	Added new form for High Risk Contract Administrators and Monitors
ASD-43	Added new form for High Risk Contracts Evaluation
ASD-63	Deleted