

# PIM37 - Change Review

Wednesday, July 15, 2020 7:31 AM

APSPM Cite	Summary of Change	Before	After	Procurement Notes
1.5.b	Updates dollar threshold from "\$30,000 to \$100,000"	The following selected categories of goods and services up to and including <b>\$30,000</b> :	The following selected categories of goods and services up to and including <b>\$100,000</b> :	1.5b is within the Competitive Exemption section. This change increases the threshold of the 17 specific exemptions. For example, the competitive cumulative threshold for academic consultants is now \$100,000.
1.5.b.5	Deletes	<b>Training that is specialized, proprietary, or not typically available to the general public for which competition is generally unavailable</b>	Deleted	In the Competitive Exemption section list of specific exemptions was reduced from 18 to 17 specific exemptions. Specialized or proprietary training now requires competition above \$10,000.
1.5.b.18	Adds "a one-time" in the parentheses	Purchases for testing or evaluation	Purchases for testing or evaluation ( <b>limited to a one-time purchase of quantities considered necessary for complete and adequate testing</b> ).	Thus exemption is for testing or evaluation of goods for First Article Inspection purposes. For VCCS, the primary testing exemption we would use for students is 1.5.b.15 Academic Testing Services.
Annex 1-A	Updates posting requirements	1. The Agency will use eVA VBO to publicly post all solicitations, solicitation addenda, and award notices including sole source and emergency as required by <i>Code of Virginia</i> , §§ 2.2-1110, 2.2-4301 and 2.2-4303). This also includes: a. Small purchase procurements that are expected to exceed \$10,000. Quick Quote solicitations meet the public posting requirement. <b>b. Professional service procurements over \$30,000.</b> c. Intent to Award notices	3. The Agency will use eVA VBO to publicly post all solicitations, solicitation addenda, and award notices including sole source and emergency as required by Code of Virginia, §§ 2.2-1110, 2.2-4301 through 2.2-4303. This includes but is not limited to: a. Small purchase procurements that are expected to exceed \$10,000. Quick Quote solicitations meet the public posting requirement. b. Intent to Award notices.	This change removes the VBO posting requirement for Professional Services over \$30,000. Professional Services small purchase threshold is \$80,000.
2.1.b	Deletes "sheltered workshops and inserts "Employment Services Organizations" in the second sentence	Virginia Correctional Enterprises (VCE). Goods and services produced or manufactured by state correctional facilities shall be purchased by all departments, institutions, and agencies of the Commonwealth, which are supported in whole or in part with state funds. VCE products may also be purchased by any county, district of any county, city or town and by any nonprofit organization, including volunteer emergency medical services agencies, fire departments, <b>sheltered workshops</b> and community service organizations (Code of Virginia, §53.1-47.)	Virginia Correctional Enterprises (VCE). Goods and services produced or manufactured by state correctional facilities shall be purchased by all departments, institutions, and agencies of the Commonwealth, which are supported in whole or in part with state funds. VCE products may also be purchased by any county, district of any county, city or town and by any nonprofit organization, including volunteer emergency medical services agencies, fire departments, <b>Employment Service Organizations</b> and community service organizations (Code of Virginia, §53.1-47.)	This change is a titling correction update under Virginia Correctional Enterprises (VCE).
2.1.e	Updates VDC section	No language	<b>Agency Unique Stocked Items:</b> If the VDC stocks a high volume item solely for one agency, that agency is asked to notify the VDC immediately when they first expect that the specifications need to be modified or there is no further demand for the product. <b>Waiver Requests:</b> If an item or similar item is available from the VDC, a state agency shall not use its local purchasing authority to purchase the item from another source without written waiver from the VDC Quality Assurance Manager or designee. To receive a waiver from the VDC, send an e-mail to <a href="mailto:VDCCustomerCare@dgs.virginia.gov">VDCCustomerCare@dgs.virginia.gov</a> . If e-mail is not available, you may fax requests to 804-328-3222. The request must include the following: • item for which a waiver is requested • justification • time duration for which the waiver is needed • product quantity <b>Specific Guidance:</b> For information and instructions related to the VDC, see the Customer Service Link <a href="http://vdc.dgs.virginia.gov/vdc-customer-service.html">http://vdc.dgs.virginia.gov/vdc-customer-service.html</a>	In addition to all of the new language and guidance added to this section, some clarifying language was added to the remainder of the section. This new section clarifies that a waiver is needed for items or similar items that are available from VDC even if the item does not show in-stock. For example, if VDC does not have stock on a specific 'face covering' we cannot just procure one elsewhere, we must obtain a waiver first.
2.4	Adds language regarding online catalogs	<b>2.4 Suppliers' Catalogs.</b> Suppliers' catalogs are an excellent source of descriptive information and current technology. Purchasing offices should keep current catalogs and make them available to agency personnel to assist them in identifying functional characteristics of supplies, materials, and equipment. Caution must be exercised when using suppliers' catalogs to be sure that information is taken from current editions.	<b>2.4 Suppliers' Catalogs.</b> Suppliers' catalogs are an excellent source of descriptive information. An online file of catalogs and direct connection to a supplier's catalog is available on eVA, reflecting current prices and information for equipment, goods, and services. Purchasing offices should leverage catalogs available in eVA or keep current paper catalogs. Caution must be exercised when using suppliers' paper catalogs to be sure that information is taken from current editions.	This changes recommends that Purchasing offices use on-lines catalogs instead of paper catalogs wherever possible
3.1.a.b.c	Exempts rail construction or design	a. <b>High-Risk Contract Solicitations.</b> Prior to issuing a solicitation for a high-risk contract, the public body must submit solicitations for goods and	a. <b>High-Risk Contract Solicitations.</b> Prior to issuing a solicitation for a high-risk contract, the public body must submit solicitations for goods and	This change exempts rail construction and design from the high risk contract section along with IT and road that were already

		<p>nonprofessional and professional services that are <b>not for information technology or road construction or design to DGS for review.</b></p> <p>b. <b>High Risk Contract Award.</b> Prior to awarding a high-risk contract, the public body must submit such contract for goods and nonprofessional and professional services that are <b>not for information technology or road construction or design for review by DGS.</b></p> <p>c. <b>High Risk Contract Renewal.</b> Any existing contract for goods and nonprofessional and professional services that are <b>not for information technology road construction or design</b> that meet the definition of high-risk contracts and has two or more remaining renewal provisions must submit, prior to renewing, such contract to DGS for review</p>	<p>nonprofessional and professional services that are <b>not for information technology or road or rail construction or design to DGS for review.</b></p> <p>b. <b>High Risk Contract Award.</b> Prior to awarding a high-risk contract, the public body must submit such contract for goods and nonprofessional and professional services that are <b>not for information technology or road or rail construction or design for review by DGS.</b></p> <p>c. <b>High Risk Contract Renewal.</b> Any existing contract for goods and nonprofessional and professional services that are <b>not for information technology or road or rail construction or design</b> that meet the definition of high-risk contracts and has two or more remaining renewal provisions must submit, prior to renewing, such contract to DGS for review</p>	<p>exempted. This change does not apply to VCCS.</p>
3.1.b.1.b, 3.1.c.1.b	Replaces "solicitations" with "contracts"	<p>(1) DGS must review each contract within 30 business days (Monday through Friday, excluding state holidays) after submittal. The review will be based on a number of factors, including but not limited to the following:</p> <p>(a) complies with applicable state law and policy;</p> <p>(b) appropriateness of the <b>solicitation's</b> terms and conditions;</p>	<p>(1) DGS must review each contract within 30 business days (Monday through Friday, excluding state holidays) after submittal. The review will be based on a number of factors, including but not limited to the following: PIM 98-037 PIM 98-037</p> <p>(a) complies with applicable state law and policy;</p> <p>(b) appropriateness of the <b>contract's</b> terms and conditions;</p>	<p>In the High Risk Contract Award and Renewal section this corrects the verbiage from 'solicitation's' to 'contract's'</p>
3.1.d	Adds "High-Risk Contract Reporting" section	No language	<p><b>High-Risk Contract Reporting: Agencies must report information related to the performance of high-risk contracts in eVA (Code of Virginia § 2.2-4303.01). This information shall include, but not be limited to:</b></p> <p>(1) Scheduled contract performance dates and actual contract completion dates;</p> <p>(2) Contract award value and actual contract expenditures; and</p> <p>(3) Information on vendor performance, including any cure letters, formal complaints, and end-of-contract evaluations</p>	<p>The High Risk Contract section was introduced as requirements for agencies beginning in PIM36, July 1, 2019. This section adds specific requirements for the performance of contracts to be reported to DGS in addition to just the renewal modifications. For example, we will need to begin reporting the performance indicators required in the bookstore contracts to DGS.</p>
3.2.c	Clarifies posting an addendum	<p><b>Amending a Solicitation.</b> If it is necessary to amend a solicitation, prepare, post, and send an addendum to all potential bidders or offerors who received a copy of the solicitation or who attended a prebid or preproposal conference</p>	<p><b>Amending a Solicitation.</b> If it is necessary to amend a solicitation, the purchasing office will prepare and post an addendum in eVA.</p>	<p>This change simplifies the requirement from locating all potential bidders or offerors to just posting the addendum in eVA.</p>
3.2.d	Clarifies canceling a solicitation posting requirements	<p>When canceling a written solicitation not created in eVA, all vendors who have been issued a solicitation must be notified, and the notice must be publicly posted</p>	<p>When canceling a written solicitation, the cancellation notice must be publically posted in eVA by the issuing agency</p>	<p>Removes language regarding solicitations outside of eVA as they are no longer applicable</p>
3.2.g	Deletes "original" and "in ink" from the second sentence and deletes the fourth sentence	<p><b>Acceptable Bid/Proposal Signatures.</b> The bid or proposal and all addenda returned by the bidder or offeror by facsimile must be signed. The <b>original</b> bid or proposal must be signed <b>in ink</b> or submitted electronically through eVA (Code of Virginia, § 1-257 and § 59.1-485). The person signing the bid or proposal must be a person authorized by the bidder or offeror to sign bids or proposals. <b>Typewritten or stamped signatures are not acceptable.</b> The person signing must include his or her title, and if requested, must verify his or her authority to bind the company to the contract. <u>Failure to sign the face of the bid/proposal in the space provided will result in rejection of the bid/proposal unless the unsigned bid/proposal is accompanied by other signed documents indicating the bidder's/offeror's intent to be bound</u> [see <i>Vendors Manual</i>, 5.13c(1)(b)].</p>	<p><b>Acceptable Bid/Proposal Signatures.</b> The bid or proposal and all addenda returned by the bidder or offeror by facsimile must be signed. The bid or proposal must be signed or submitted electronically through eVA (Code of Virginia, § 1-257 and § 59.1-485). The person signing the bid or proposal must be a person authorized by the bidder or offeror to sign bids or proposals. The person signing must include his or her title, and if requested, must verify his or her authority to bind the company to the contract. Failure to sign the face of the bid/proposal in the space provided will result in rejection of the bid/proposal unless the unsigned bid/proposal is accompanied by other signed documents indicating the bidder's/offeror's intent to be bound [see <i>Vendors Manual</i>, 5.13c(1)(b)].</p>	<p>This is a significant change that allows for solicitation responses to be signed (accepted or verified) electronically. Previously these documents were required to be signed in ink. If a vendor would like to submit their bid or proposal outside of eVA they may do so with an electronic signature.</p>
3.8.b	Adds "unless specifically exempted in the Acts of Assembly" to the last sentence	<p>The Procurement Exemption Request form located in Annex 13-D should be used to request approval to buy from cooperative contracts awarded by Commonwealth agencies that are not posted on eVA.</p>	<p>The Procurement Exemption Request form located in Annex 13-D should be used to request approval to buy from cooperative contracts awarded by Commonwealth agencies that are not posted on eVA, <b>unless specifically exempted in the Acts of Assembly.</b></p>	<p>Clarifies that the DGS approval is not required for the use of Cooperative contracts awarded by other Commonwealth agencies for specific instances where certain contracts or other categories have been exempted by the General Assembly.</p>
3.11.g.1	Adds "over" in front of \$10,000	<p>1. Small Business Enhancement Award Priority</p> <p><u>Awards \$10,000 up to and including \$100,000:</u></p>	<p>1. Small Business Enhancement Award Priority</p> <p><u>Awards <b>over</b> \$10,000 up to and including \$100,000:</u></p>	<p>This is a clarification change for the dollar amount of the small business enhancement award priority.</p>
3.11.g.2	Removes "and h" from the first sentence	<p><b>Set-aside Award Priority:</b></p> <p>However, the procurement is exempted from the set-aside requirement if exempted from competitive requirements in 1.5 b, d <b>and h</b>;</p>	<p><b>Set-aside Award Priority:</b></p> <p>However, the procurement is exempted from the set-aside requirement if exempted from competitive requirements in 1.5 b and d;</p>	<p>This change makes the correction from the already deleted section 'h' in 1.5 of PIM36 for the set-aside award priority section.</p>
3.15.a	Lists the Reciprocal Preferences separately	<p>a. <b>Reciprocal Preferences.</b> Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next lowest bidder. If the lowest responsive and responsible bidder is a</p>	<p><b>Reciprocal Preferences.</b></p> <ul style="list-style-type: none"> <li>Percentage Preference: Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsive and responsible bidder who is a resident of Virginia and is the next</li> </ul>	<p>This section is a complete re-write and the noted 'before and after' here (attached) is only the introduction. Review the APSPM for the complete information. This new section clarifies how to understand and</p>

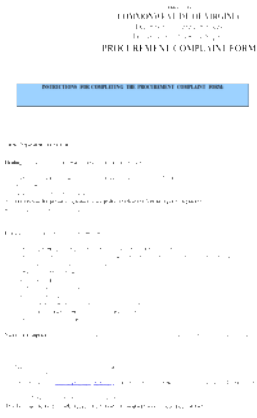
		resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to bidders who are residents of Virginia. If the lowest responsive and responsible Virginia bidder is unable to match the price, the preference shall be given to other Virginia bidders in ascending price order. If the lowest bidder is a resident contractor of another state with an absolute preference, the bid shall not be considered. DGS/DPS will post and maintain a listing of preference laws provided by other states on the eVA website. (Absolute preference defined, see Appendix A.) See <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> for a listing of state preference laws and (Code of Virginia, § 2.2-4324B).	lowest bidder.  • Price Matching Preference: If the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a price-matching preference, a like preference shall be allowed to bidders who are residents of Virginia. If the lowest responsive and responsible PIM 98-037 Virginia bidder is unable to match the price, the preference shall be given to other Virginia bidders in ascending price order.  • Absolute Preference: If the lowest bidder is a resident contractor of another state with an absolute preference, the bid shall not be considered.  Lists specific b-l with preferences with guidance for each	section clarifies how to understand and apply reciprocal preferences in a more user-friendly manner.
3.16	Adds a method of procurement	<b>Procurement Methods.</b> Section 2.2-4303 of the VPPA recognizes six methods of procurement: • Small Purchase procedures • Competitive Sealed Bidding • Competitive Negotiation • Sole Source • Emergency • Reverse Auctioning (See 3.29)	<b>Procurement Methods.</b> Section 2.2-4303 of the VPPA recognizes seven methods of procurement: • Small Purchase procedures • Competitive Sealed Bidding • Competitive Negotiation • Sole Source • Emergency • Public Auction Sale (See 3.30) • Reverse Auction (See 3.31)	This change adds the Public Auction Sale as a method of procurement. This method of procurement was part of 3.30.a and not recognized as a method of procurement. It is now recognized as a method.
3.19	Updating posting requirements	<b>Publicly Posted Notices.</b> All informal solicitations, Invitations to Bid, Requests for Proposal, sole source award notices, emergency award notices, government-to-government service contracts starting at \$25,000, and conceptual proposals received under a PPEA or PPTA shall be posted on the DGS central electronic procurement system, commonly known as eVA VBO. (Code of Virginia, § 2.2-1110). Small purchases for goods and services greater than \$10,000 and any professional service procurements over \$30,000 must be posted per § 2.2-4303. Addenda are also required to be posted. The eVA web site address is <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> . The agency must include in the posting access to an electronic version of all solicitation documents.	<b>Publicly Posted Notices.</b> All informal solicitations, Invitations to Bid, Requests for Proposal, sole source award notices, emergency award notices, government-to-government service contracts starting at \$25,000, and conceptual proposals received under a PPEA or PPTA shall be posted on the DGS central electronic procurement system, commonly known as eVA (Code of Virginia, § 2.2-1110). Small purchases for goods and services greater than \$10,000 must be posted. Addenda are also required to be posted. The eVA web site address is <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> . The agency must include in the posting access to an electronic version of all solicitation documents. <b>Note: Effective July 1, 2021, agencies must post awarded contracts and modifications in eVA.</b>	This change to public posting requirements removes the professional service posting reference and adds a note alerting everyone that the legislation that passed in March 2020 to require the use of eVA Sourcing & Contracting will take effect July 1, 2021. VCCS has already made the migration for the solicitation (Sourcing) and is in process on the Contracting with the intent to be compliant by the deadline.
3.20	Adds language about climate positive	<b>Recycled Goods Purchase Program.</b> Agencies are encouraged to promote the use of recycled goods. Through its programs, the Department of Environmental Quality shall increase agency awareness of the benefits of using such products. Information on the availability of recycled goods, including those which use post-consumer and other recovered materials processed by Virginia-based companies may be obtained by calling the DGS contact at 804-786-0103. Agencies shall, to the greatest extent possible, adhere to any recycled products procurement guidelines established by DGS (Code of Virginia, § 2.2-4323D).	<b>Recycled Goods Purchase Program.</b> Agencies are encouraged to promote the use of recycled goods and products certified as climate positive. Climate positive means having a negative carbon footprint. Through its programs, the Department of Environmental Quality shall increase agency awareness of the benefits of using such products, more information can be found at: <a href="https://www.deq.virginia.gov/Programs/PollutionPrevention/EnvironmentallyPreferablePurchasing.aspx">https://www.deq.virginia.gov/Programs/PollutionPrevention/EnvironmentallyPreferablePurchasing.aspx</a>  Agencies should contact their Procurement Management Account Executive for assistance regarding information on the availability of recycled goods, including those which use post-consumer and other recovered materials processed by Virginia-based companies. Agencies shall, to the greatest extent possible, adhere to any recycled products procurement guidelines established by DGS (Code of Virginia, § 2.2-4323D).	This change adds the climate positive (negative carbon footprint) requirement to the recycled goods section. For goods procurements and solicitations we shall consider recycled materials to the greatest possible extent.
3.28	Clarifies Personally Identifiable Information	<b>Protection of Personally Identifiable Information.</b> Commonwealth agencies are responsible for safeguarding personally identifiable information of their clients, employees, vendors, contractors and any other individuals providing information to the Commonwealth. Personally identifiable information includes, but is not limited to, Social Security Numbers, financial account numbers, and any other such information protected from disclosure by federal law or the Code of Virginia. The Commonwealth and its contractors shall safeguard personally identifiable information from disclosure to the public. Agencies shall not include personally identifiable information on purchase orders. <b>Include Special Term and Condition 61 from Appendix B, II in contracts when the contractors utilize, access, or store personally identifiable information.</b>  Agency procurement officers must ensure that any Social Security Numbers, Taxpayer Identification Numbers, or other personally identifiable information are redacted from contract files before files are disclosed to the general public or inspected by any other individuals, firms or other interested parties who are granted access to information.	<b>Protection of Personally Identifiable Information.</b> Commonwealth agencies are responsible for safeguarding personally identifiable information of their clients, employees, vendors, contractors and any other individuals providing information to the Commonwealth. <b>Agencies and Vendors should carefully consider whether there is a need to collect personal information from individuals.</b> Personally identifiable information includes, but is not limited to, Social Security Numbers, financial account numbers, and any other such information protected from disclosure by applicable federal law or the laws of the Commonwealth. The Commonwealth and its contractors shall safeguard personally identifiable information from disclosure to the public. Agencies shall not include personally identifiable information on purchase orders. <b>Include Special Term and Condition 59, Confidentiality of Personally Identifiable Information, from Appendix B, II in contracts when the contractors utilize, access, or store personally identifiable information.</b>  Agency procurement officers must ensure that any Social Security Numbers, Taxpayer Identification Numbers, or other personal information of individuals are redacted from contract files before files are disclosed to the general public or inspected by any other individuals, firms or other interested parties who are granted access to information	This change added language to recommend that agencies and vendors should strive to avoid collecting personally identifiable information as a means to protect the information. The special term & condition changed from 61 to 59.
3.30	Renames the section	Auctioning: a. Public auction: .... b. Reverse auction:....	3.30 Public Auction Sale: ....	This section originally contained the two auction methods (public auction & reverse auction) and now they are separated into two sections where each are now considered a method of procurement.
3.31	Adds a new section	Auctioning: a. Public auction: .... b. Reverse auction:....	3.31 Reverse Auction: ....	Same as above.
Annex 3-B	Adds "over" in front of \$10,000	<b>Small Purchase:</b>	<b>Small Purchase:</b>	This Annex is a summary of the

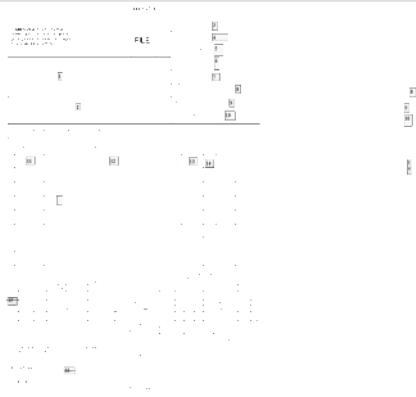
	in the first chart, second paragraph	Up to and including \$10,000  \$10,000 up to and including \$100,000	Up to and including \$10,000  <b>Over</b> \$10,000 up to and including \$100,000	procurement thresholds. This change is a clarification regarding the amounts.
4.15	Updates dollar threshold from \$100,000 to \$200,000	<b>Bookstore, Commissary, Canteen, Gift Shops, and Similar Retail Outlet Purchases For Resale.</b> All purchases for resale, such as those above, are subject to the VPPA and this manual.  An agency may establish its own small purchase procedures for resale in accordance with 2.2-4303G, up to and including <b>\$100,000</b> , if adopted in writing and approved by DPS. Such small purchase procedures are exempted from the competitive requirements 14.6.b, however, eVA sourcing tools (Quick Quote, VBO Buyer, Sourcing and Contracting) shall be used when such small purchase procedures require competition. Also such small purchase procedures shall take into consideration any enhancement or remedial plan in effect	<b>Bookstore, Commissary, Canteen, Gift Shops, and Similar Retail Outlet Purchases For Resale.</b> All purchases for resale, such as those above, are subject to the VPPA and this manual.  a. An agency may establish its own small purchase procedures for resale in accordance with 2.2-4303G, up to and including <b>\$200,000</b> , if adopted in writing and approved by DPS. Such small purchase procedures are exempted from the competitive requirements 14.6.b, however, eVA sourcing tools (Quick Quote, VBO Buyer, Sourcing and Contracting) shall be used when such small purchase procedures require competition. Also such small purchase procedures shall take into consideration any enhancement or remedial plan in effect.	This change increasing the threshold from \$100K to \$200K for purchases for retail outlets (eg bookstores, gift shops, etc.) that are available for resale. These procurements still must flow through eVA.
4.16	Renames section	<b>Conference Planning.</b>	<b>Conferences.</b>	This is a simple titling change for the conference section.
4.16.b	Adds "over \$10,000 but" in the first sentence and updates dollar threshold from \$30,000 to \$100,000	For the purchase of a conference facilities package <b>not expected to exceed \$30,000</b> , agencies may use <b>one</b> of the following procedures. These procedures are alternatives to other authorized procurement procedures as described in Chapters 5, 6, 7, 8, and 9.	For the purchase of a conference facilities package <b>over \$10,000 but not expected to exceed \$100,000</b> , agencies may use one of the following procedures. These procedures are alternatives to other authorized procurement procedures as described in Chapters 5, 6, 7, 8, and 9.	This change clarifies the single quote under \$10,000 in the conference section and increases the competitive threshold for the conference quoting procedure to \$100,000.
4.16.c	Deletes the first sentence	<b>For purchases of conference facilities packages over \$30,000 and up to and including \$100,000, agencies shall issue a written solicitation following the guidelines in Chapter 5.</b> For purchases of conference facilities over \$100,000, agencies shall follow the procedures prescribed for competitive sealed bidding or competitive negotiation (see Chapter 6 or Chapter 7, as applicable).	For purchases of conference facilities over \$100,000, agencies shall follow the procedures prescribed for competitive sealed bidding or competitive negotiation (see Chapter 6 or Chapter 7, as applicable).	This change deletes the written solicitation threshold range for conferences that is no longer applicable.
4.17.b	Updates dollar threshold from \$30,000 to \$100,000	a. Upon a determination in writing that the price is fair and reasonable for used equipment meeting the agency's needs, a contract may be noncompetitively negotiated and awarded up to and including <b>\$30,000</b> (see 1.5 b.(3)). Used equipment purchases over <b>\$30,000</b> that are available from only one source, may be purchased in accordance with Chapter 8. If the cost exceeds the agency's delegated authority, a requisition containing the above information shall be submitted to DGS/DPS for purchase.	Upon a determination in writing that the price is fair and reasonable for used equipment meeting the agency's needs, a contract may be noncompetitively negotiated and awarded up to and including <b>\$100,000</b> (see 1.5 b.(3)). Used equipment purchases over <b>\$100,000</b> that are available from only one source, may be purchased in accordance with Chapter 8. If the cost exceeds the agency's delegated authority, a requisition containing the above information shall be submitted to DGS/DPS for purchase.	This change consistently moves the conference competitive threshold throughout the Chapter.
4.23.e	Adds "over" in front of \$10,000 in the fourth sentence and deletes the last sentence	<b>Professional Services Small Purchases.</b> The small purchase threshold for the procurement of professional services is \$80,000. Procurements up to and including \$80,000 for Professional services may only be procured by other than competitive negotiation if the agency has implemented small purchase procedures in accordance with the <b>Code of Virginia</b> , § 2.2-4303G. Professional services procurements up to and including \$10,000 shall be set-aside for micro businesses. For purchases from \$10,000 up to and including \$80,000, procurements shall be set-aside for small businesses (including micro businesses). Procurements shall follow the agency's implemented procedures or § 2.2-4302.2 and include a tiered award clause as specified in Special Term and Condition M. Additionally, architectural, landscape architectural, land surveying and professional engineering services shall be purchased in accordance with the Construction and Professional Services Manual (CPSM), issued by DGS/Division of Engineering and Buildings. <b>Public posting is required for professional service procurements over \$30,000.</b>	<b>Professional Services Small Purchases.</b> The small purchase threshold for the procurement of professional services is \$80,000. Procurements up to and including \$80,000 for Professional services may only be procured by other than competitive negotiation if the agency has implemented small purchase procedures in accordance with the Code of Virginia, § 2.2-4303G. Professional services procurements up to and including \$10,000 shall be set-aside for micro businesses. For purchases <b>over \$10,000</b> up to and including \$80,000, procurements shall be set-aside for small businesses (including micro businesses). Procurements shall follow the agency's implemented procedures or § 2.2-4302.2 and include a tiered award clause as specified in Special Term and Condition M. Additionally, architectural, landscape architectural, land surveying and professional engineering services shall be purchased in accordance with the Construction and Professional Services Manual (CPSM), issued by DGS/Division of Engineering and Buildings.	Removes the public posting requirement for Professional Services to align with the small purchase threshold.
Annex 4-A, Annex 7-D, Annex 8-D, Annex 8-F	Adds "sexual orientation, gender identity" to the note section	<b>Note:</b> This public body does not discriminate against faith-based organizations in accordance with the <i>Code of Virginia</i> , § 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.	<b>Note:</b> 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, <b>sexual orientation, gender identity</b> national origin, age, disability, or any other basis prohibited by state law relating to discrimination in PIM 98 employment.	These changes add the additional discrimination criteria to the note attachments to the bottom of:  Annex 4-A: Agency Purchase Order Annex 7-D: Standard Contract Cover Page Annex 8-D: Standard Contract Cover Page (noncompetitive) Annex 8-F: Contract Award Notice
Annex 6-I, Annex 7-G	Updates template and adds instruction for when to use.		<b>***Use this Annex template for eVA Sourcing and Contracting Solicitations***</b>  Small Business Subcontracting Plan  It is the goal of the Commonwealth that over 42% of its purchases be made from small businesses. All potential bidders are required to submit the subcontractor plan by one of the following methods in	This change adds the eVA Sourcing & Contracting Module instructions and updates the templates for the Small Business Subcontracting Plan to be used for solicitations

			<p>order to be considered responsive:</p> <p>A. Complete the subcontractor plan as specified in the electronic response; or</p> <p>B. Download the "paper response" form, complete the subcontractor plan section, and submit as an attachment with the bid response.</p> <p>Small Business: "Small business (including micro)" means a business which holds a certification as such by the Virginia Department of Small Business and Supplier Diversity (DSBSD) on the due date for bids. This shall also include DSBSD-certified women- owned and minority-owned businesses and businesses with DSBSD service disabled veteran owned status when they also hold a DSBSD certification as a small business on the bid due date. Currently, DSBSD offers small business certification and micro business designation to firms that qualify. Certification applications are available through DSBSD online at <a href="http://www.SBSD.virginia.gov">www.SBSD.virginia.gov</a> (Customer Service).</p>	
Annex 7-A	-Adds " <i>subject-matter</i> " to the first box on the left -Removes "& score" from the seventh box on the left	Identify 3-5 member panel; incl. buyer, expert, contract administrator (7.3) Individually evaluate & score. Do reference checks, inspections. Then, meet as group to discuss.	Identify 3-5 member panel; incl. buyer, <b>subject-matter</b> expert, contract administrator (7.3) Individually evaluate. Do reference checks, inspections. Then, meet as group to discuss.	This change specifies the panel member requirements and responsibility in evaluation in the Competitive Sealed Proposal process flow.
Annex 7-B, Step 3	Adds language regarding subject matter experts to the first paragraph	Select and assign a proposal evaluation panel. The evaluation panel should be kept small, three to five is recommended, including the buyer or some other person knowledgeable of the VPPA, the <i>Vendors Manual</i> and the <i>Agency Procurement and Surplus Property Manual (APSPM)</i> . Experience has shown that larger panels are unwieldy and make it difficult to coordinate meetings and negotiating sessions and to reach evaluation decisions. Provide members of the evaluation panel a copy of VPPA, Article 6. Ethics in Public Contracting, and have them sign a non disclosure statement (Annex 7-J) concerning conflict of interest.	Select and assign a proposal evaluation panel. The evaluation panel should be kept small, three to five is recommended, including the buyer or some other person knowledgeable of the VPPA, the <i>Vendors Manual</i> and the <i>Agency Procurement and Surplus Property Manual (APSPM)</i> <b>and at least one subject-matter expert (SME) knowledgeable of the commodity being procured</b> . Experience has shown that larger panels are unwieldy and make it difficult to coordinate meetings and negotiating sessions and to reach evaluation decisions. Provide members of the evaluation panel a copy of VPPA, Article 6. Ethics in Public Contracting, and have them sign a non-disclosure statement (Annex 7-J) concerning conflict of interest.	This change adds the new minimum requirement for at least one subject-matter expert to be on a Request for Proposal evaluation committee.
Annex 7-B, Step 9.III.C.	-Deletes " <i>consensus</i> " from the first sentence -Adds " <i>consensus or</i> " and deletes " <i>and points assigned</i> " in number 4	One <b>consensus</b> evaluation form should be prepared showing as a minimum: (1) names of the committee members, (2) names of all offerors including those that were removed from further consideration, (3) evaluation criteria and maximum point values for each, (4) average of points assigned to each offeror. Individual committee members' written comments <b>and points assigned</b> should be included in the procurement file once the consensus evaluation form is prepared to support their consensus.	One evaluation form should be prepared showing as a minimum: (1) names of the committee members, (2) names of all offerors including those that were removed from further consideration, (3) evaluation criteria and maximum point values for each, (4) <b>consensus or</b> average of points assigned to each offeror. Individual committee members' written comments should be included in the procurement file once the consensus evaluation form is prepared to support their consensus.	This change specifies the option for consensus scoring in addition to averaging on the consensus evaluation form for the RFP process.
8.1.c	Adds the requirement to complete Annex 8-G	Unless otherwise authorized in this chapter, sole source procurements for non-technology goods and services over \$50,000 must be approved by DGS/DPS prior to commencement of the actual procurement using the Sole Source Procurement Approval Request form found in Annex 8-C which must be signed by the agency head or designee, who shall be a direct report to the agency head. [see 1.2e(2)]. Sole source procurements that originally included a renewal provision, for which approval for multi- years was obtained, do not need to be forwarded for approval until expiration of the term for which approval was obtained.	Unless otherwise authorized in this chapter, sole source procurements for non-technology goods and services over \$50,000 must be approved by DGS/DPS prior to commencement of the actual procurement using the Sole Source Procurement Approval Request form found in Annex 8-C which must be signed by the agency head or designee, who shall be a direct report to the agency head. [see 1.2e(2)]. Sole source procurements that originally included a renewal provision, for which approval for multi- years was obtained, do not need to be forwarded for approval until expiration of the term for which approval was obtained. <b>All purchasing agency employees having the responsibility with the procurement must complete a Public Procurement Ethics &amp; Conflicts of Interest Agreement (Annex 8-G). They should also be provided a copy of Article 6 of the VPPA, Ethics is Public Procurement.</b>	This change adds the requirement to have all procurement employees that have sole source responsibility sign a Public Procurement Ethics & conflict of Interest Agreement.
Annex 8-G.E	Clarifies the note section	<b>NOTE:</b> If at any time during the <b>evaluation/selection</b> process, I find that I, or any member of my immediate family, have a personal interest in any interested firm, then I will promptly notify the selection committee chairperson of this conflict and voluntarily remove myself from this <b>evaluation/selection</b> process and file any necessary official disqualification required by law.	<b>NOTE:</b> If at any time during the <b>sole source procurement</b> process, I find that I, or any member of my immediate family, have a personal interest in any interested firm, then I will promptly notify the agency head or designee and voluntarily remove myself from this <b>sole source</b> process and file any necessary official disqualification required by law.	This change removes evaluation/selection segment of a sole source procurement and adds sole source procurement to specify the type of procurement method during the Conflict of Interest declaration responsibility.
9.3.a	Clarifies emergency approvals	Prepare a written determination for signature by the agency head or designated representative indicating the nature of the emergency, the reason for selection of the particular contractor and include such determination with the file	Prepare a written determination for signature by the agency head or designated representative indicating the nature of the emergency, the reason for selection of the particular contractor and include such determination with the file. <b>Agency head approval is not needed when the Governor declares a state of emergency. A copy of the declaration of a state of emergency (Executive Order) must be included in the procurement file.</b> Declarations (Executive Orders) can be found at <a href="https://www.governor.virginia.gov/">https://www.governor.virginia.gov/</a> under the Executive Actions tab.	This change adds the option to forgo the Emergency Justification Form in a declared state of emergency and inclusion of the Executive Order in the procurement file (Purchase Requisition attachment), alternatively.
10.3	-Deletes " <i>vendor</i> " and adds " <i>procurement</i> " to the last sentence	A complete file should be maintained in one place for each purchase transaction, containing all the information necessary to understand the why, who,	A complete file should be maintained in one place for each purchase transaction, containing all the information necessary to understand the why, who,	This changes elaborates on the requirements of the documents to be kept in the procurement file that relate to a



	-Adds "to include all documentation of the procurement complaint process" to the last sentence	what, when, where and how of the transaction. Generally, records are open to the public in accordance with the <i>Virginia Freedom of Information Act</i> and should be made available for review after the award has been made. See guidance for record review and exemptions in <b>3.17</b> . A record must be established for a procurement transaction which has reached the solicitation stage. It must contain as a minimum, as applicable, the description of requirements, sources solicited, a copy of the <i>Virginia Business Opportunities (VBO)</i> receipt, cancellation notices, the method of evaluation and award, a signed copy of the contract or purchase order, contractor performance reports submitted by the administrator, modifications or change orders, <b>vendor</b> complaint forms, cure letters, usage data such as release orders or obligation registers, and any other actions relating to the procurement.	what, when, where and how of the transaction. Generally, records are open to the public in accordance with the Virginia Freedom of Information Act and should be made available for review after the award has been made. See guidance for record review and exemptions in <b>3.18</b> . A record must be established for a procurement transaction which has reached the solicitation stage. It must contain as a minimum, as applicable, the description of requirements, sources solicited, a copy of the Virginia Business Opportunities (VBO) receipt, cancellation notices, the method of evaluation and award, a signed copy of the contract or purchase order, contractor performance reports submitted by the administrator, modifications or change orders, <b>procurement</b> complaint forms to <b>include all documentation of the procurement complaint process</b> , cure letters, usage data such as release orders or obligation registers, and any other actions relating to the procurement.	procurement complaint, if applicable.
10.11.b.1. & 2.	Deletes sections	In an effort to streamline invoice and payment processing steps and sharply reduce paperwork, the Department of Accounts (DOA) has established a contract allowing agencies and institutions to use charge cards through two programs, the small purchase charge card (SPCC) and Gold Card. Unlike the typical consumer charge card, this program incorporates the features of corporate charge cards - national concept designed for business applications. Major program benefits include the reduction in the number of invoices processed by Commonwealth agencies and institutions, reduction in internal requisitioning reduced vendor collection costs, and payment to the vendor by the charge card company within as little as three business days. State agencies are required to participate in the SPCC program; participation in the Gold Card program is optional. Agencies, institutions and cardholders must follow all policies and procedures established in the Commonwealth Accounting Policies and Procedures (CAPP) Manual Section 20355 <i>Purchasing Charge Card</i> . Information can be obtained by calling DOA at 804-371-4350. Charge card purchases shall be processed through eVA unless the purchase is exempt from processing through eVA in 14.9 c  -  (1) <b>Small Purchase Charge Card (SPCC)</b> . The SPCC is issued for cardholder use for transactions up to \$5,000 and the cardholder's monthly transaction limit up to \$100,000 for the purchase of small dollar goods and services in accordance with the issuing agencies policies and procedures, Agency Procurement and Surplus Property Manual and Virginia Public Procurement Act.  (2) <b>Gold Card</b> . The Gold Card is issued for cardholder use for transactions up to \$50,000 or higher per transaction with a monthly limit of \$250,000 or higher, set by the Statewide Program Administrator at DOA. The Gold Card program is established to optimize the Commonwealth's participation in eVA and reduce the number of checks issued by the Commonwealth. The Gold Card program is administered through DOA Program Administrator who can be contacted at 804-371-4350. Gold Cards are only issued to full-time classified purchasing/procurement professionals or their staff deemed responsible by the Agency Head. An individual may not hold a SPCC and a Gold Card.	In an effort to streamline invoice and payment processing steps and sharply reduce paperwork, the Department of Accounts (DOA) has established a contract allowing agencies and institutions to use charge cards through two programs, the small purchase charge card (SPCC) and Gold Card. Unlike the typical consumer charge card, this program incorporates the features of corporate charge cards - national concept designed for business applications. Major program benefits include the reduction in the number of invoices processed by Commonwealth agencies and institutions, reduction in internal requisitioning reduced vendor collection costs, and payment to the vendor by the charge card company within as little as three business days. State agencies are required to participate in the SPCC program; participation in the Gold Card program is optional. Agencies, institutions and cardholders must follow all policies and procedures established in the Commonwealth Accounting Policies and Procedures (CAPP) Manual Section 20355 <i>Purchasing Charge Card</i> . Information can be obtained by calling DOA at 804-371-4350. Charge card purchases shall be processed through eVA unless the purchase is exempt from processing through eVA in 14.9 c  (1) Deleted. (2) Deleted.	This change eliminates the specific language regarding limits for the pcards (small and gold card). Those specifications, if not individualized are managed by the Department of Accounts (DOA).
10.16	Renames section "Complaints"	<b>Default.</b> A contractor is considered in default if he or she fails to perform in accordance with the terms and conditions of the contract (e.g., late delivery, nonconformance to specifications). The following factors should be considered prior to taking any action:	<b>Complaints.</b> Complaints and/or discrepancies on vendor or agency performance should be reported as they occur using the Procurement Complaint Form, DGS-41-024 (see Annex 10-H).	This change changes the titling in the Vendor Default section to Complaints (procurement).
10.16.a. & b.	Adds language regarding how to file a complaint	<b>Default.</b> A contractor is considered in default if he or she fails to perform in accordance with the terms and conditions of the contract (e.g., late delivery, nonconformance to specifications). The following factors should be considered prior to taking any action:  a. The specific reasons for such failure (see <i>Vendors Manual</i> , 7.14).  b. The period of time needed to obtain the goods or services from other sources compared to the time delivery or performance could be accomplished by the delinquent contractor.  If it is determined that a contractor is in default, unless more immediate action is warranted, a Procurement Complaint Form should be issued and distributed followed by a "Notice to Cure" if unacceptable vendor response, resolution, or action is received. A cure letter may also be issued at the same time as the Procurement Complaint Form. Resolution of performance issues should progressively start with the filing of the Procurement Complaint Form. . Nothing in the section is intended to grant contractors a contractual right to such steps being taken in cases of default.	<b>Complaints.</b> Complaints and/or discrepancies on vendor or agency performance should be reported as they occur using the Procurement Complaint Form, DGS-41-024 (see Annex 10-H).  a. If a compliance issue with the vendor arises and cannot be resolved, agency buyers should report the noncompliance to the vendor using the PCF. The buyer must notify the vendor in writing and provide a copy of the PCF. This complaint form should also be sent to DGS/DPS. The DGS/DPS Supplier Relationship Management (SRM) may contact the agency to verify receipt of the PCF, verify information relevant to the complaint and work with the agency to conduct a root-cause analysis of the complaint. The SRM may also be used as a resource to seek guidance on the type and level of detail to include on the PCF. Vendors must respond to the agency within 10 calendar days. A vendor's failure to respond may affect future business with the Commonwealth.  b. If a compliance issue with the agency arises and cannot be resolved, vendors may also issue a PCF to the agency. The vendor should send a copy of the complaint form to DGS/DPS via email (procurementcomplaint@dgs.virginia.gov). Vendors may use the SRM as a resource to seek guidance on the type and level of detail to include on the PCF. Agencies must respond to the vendor within 10 calendar days.  Complaints concerning telecommunication services will be forwarded to the Virginia Information Technologies Agency (VITA), Acquisition Services Division, utilizing the DGS/DPS Procurement Complaint Form, DGS 41-024.	This procurement complaint section has been re-written to give detailed guidance to managing a procurement complaint, including the Agency obligated response times to a vendor (please review the before & after for more details).
10.17	Removed "Vendor Performance Complaint" section and added "Notice to Cure" section	<b>Vendor Performance Complaints.</b> Complaints and/or discrepancies on vendor performance should be reported as they occur using the Procurement Complaint Form, DGS-41-024 (see Annex 10-H). Vendors are required to respond to the agency and send a copy to DGS/DPS. Failure to respond within ten days may result in removal from the Vendors List. These complaint reports are necessary in order for DGS/DPS to develop vendor history, evaluate vendor performance, and, if required, to take appropriate and	<b>Notice to Cure.</b> A Cure letter is used when a contractor has failed to perform or deliver as substantiated by a Procurement Complaint Form. It provides the contractor a period of time to correct or "cure" the deficiency and places the contractor on notice as to the consequences for failure to take the required corrective action. The notice may be given either orally or in writing advising the contractor that non-delivery or non-conformance is a breach of a contract and, if the deficiency is not	This change is a continuation of the reorganization and rewriting of the procurement complaint process and guidance's (please review the before and after for change details).

		timely action (see 13.6). Complaints concerning telecommunication services will be forwarded to the Virginia Information Technologies Agency (VITA), Acquisition Services Division, utilizing the DGS/DPS Procurement Complaint Form, DGS 41-024.	corrected within a stated number of days, the Commonwealth will terminate the contract for default and hold the contractor liable for any excess costs. When the notice to cure is given orally, it should be confirmed in writing when warranted, i.e., complex agreements and/or concern about willingness of the contractor to voluntarily comply (see sample Cure letter, Annex 10-I).	
10.18	Removed "Notice to Cure" section and added "Default"	<b>Notice to Cure.</b> A Cure letter is used when a contractor has failed to perform or deliver as substantiated by a Procurement Complaint Form. It provides the contractor a period of time to correct or "cure" the deficiency and places the contractor on notice as to the consequences for failure to take the required corrective action. The notice may be given either orally or in writing advising the contractor that non-delivery or non-conformance is a breach of a contract and, if the deficiency is not corrected within a stated number of days, the Commonwealth will terminate the contract for default and hold the contractor liable for any excess costs. When the notice to cure is given orally, it should be confirmed in writing when warranted, i.e., complex agreements and/or concern about willingness of the contractor to voluntarily comply (see sample Cure letter, Annex 10-I).	<b>Default.</b> A contractor is considered in default if he or she fails to perform in accordance with the terms and conditions of the contract (e.g., late delivery, nonconformance to specifications). The following factors should be considered prior to taking any action: a. The specific reasons for such failure (see Vendors Manual, 7.14). b. The period of time needed to obtain the goods or services from other sources compared to the time delivery or performance could be accomplished by the delinquent contractor. If it is determined that a contractor is in default, unless more immediate action is warranted, a Procurement Complaint Form should be issued and distributed followed by a "Notice to Cure" if unacceptable vendor response, resolution, or action is received. A cure letter may also be issued at the same time as the Procurement Complaint Form. Resolution of performance issues should progressively start with the filing of the Procurement Complaint Form. Nothing in the section is intended to grant contractors a contractual right to such steps being taken in cases of default.	This change is a continuation of the reorganization and rewriting of the procurement complaint process and guidance's (please review the before and after for change details).
Annex 10-H	-adds new email address to the first page in the note section number 3 and deletes the mailing address. -adds a new email address to the second page in the note section and deletes the mailing section			This changes migrates the Procurement Complaint Form from physical mailing addresses to email addresses.
12.2.a	Clarifies ownership of IT assets	The <i>Code of Virginia</i> , § 2.2-1124B directs DGS to establish procedures for the disposition of surplus materials from departments, divisions, institutions, and agencies of the Commonwealth. These procedures include the handling, transfer, donation, public sale or other disposition of surplus property.  <b>Computers and information technology (IT) Assets.</b> Prior to the sale for reuse, or recycling or other transfer of computers or other IT assets, each agency shall ensure and certify to DGS that all policies for their transfer or other disposition to be consistent with the data and information security policies developed by the Virginia Information Technologies Agency (VITA). Certification to DGS and adherence to VITA policies are to ensure the secure data removal of any confidential state data or personal identifying information of citizens of the Commonwealth.  DGS/OSPM shall determine the method of disposal of state-owned computers and other IT assets. IT assets owned by Northrop Grumman Information Technology, Inc. (NG) as a part of the Comprehensive Infrastructure Agreement between the Commonwealth of Virginia and NG are not deemed state property, so will be disposed of in accordance with NG policies and procedures	The <i>Code of Virginia</i> , § 2.2-1124B directs DGS to establish procedures for the disposition of surplus materials from departments, divisions, institutions, and agencies of the Commonwealth. These procedures include the handling, transfer, donation, public sale or other disposition of surplus property.  <b>Computers and information technology (IT) Assets.</b> Prior to the sale for reuse, or recycling or other transfer of computers or other IT assets, each agency shall ensure and certify to DGS that all policies for their transfer or other disposition to be consistent with the data and information security policies developed by the Virginia Information Technologies Agency (VITA). Certification to DGS and adherence to VITA policies are to ensure the secure data removal of any confidential state data or personal identifying information of citizens of the Commonwealth.  DGS/OSPM shall determine the method of disposal of state-owned computers and other IT assets. IT assets owned by suppliers that fall under the VITA IT Infrastructure Services Program are not deemed state property.	This change updated the ownership of IT assets from Northrop Grumman as part of an Agreement to VITA ownership.
13.4	Updates web address and contact information	<b>Specifications/Purchase Descriptions.</b> The DGS/DPS Specifications Section maintains a library of reference specifications, Virginia standard specifications, and model specifications. Within its resources and available time, this section will provide assistance in	<b>Specifications/Purchase Descriptions.</b> For examples of specifications and solicitations refer to <a href="https://m.vendor.eproc.com/Vendor/public/AllOpportunities">https://m.vendor.eproc.com/Vendor/public/AllOpportunities</a> . For further assistance, contact your Procurement Management Account Executive or	This change updates web addresses and contact information for specifications/purchase descriptions.

		developing goods and installation specifications for state agencies. Contact DGS/DPS Procurement Bureau at 804-786-1601 for assistance.	the DGS/DPS Procurement Bureau <a href="https://dgs.virginia.gov/procurement/contacts/dps-contacts/">https://dgs.virginia.gov/procurement/contacts/dps-contacts/</a> .	
13.6	Adds contact information	<b>Contract Compliance Assistance.</b> Assistance is available from DGS/DPS to ensure timely delivery of goods, services, and printing to state agencies. This includes primary responsibility for processing vendor complaints pertaining to over/under shipments, delinquent deliveries, non-delivery, improper billing, receipt of nonconforming material or services, and initiation of default action.	<b>Contract Compliance Assistance.</b> DGS/DPS Supplier Relationship Management (SRM) is available to provide assistance with contract compliance issues to agencies and vendors. For SRM contract information go to <a href="https://dgs.virginia.gov/procurement/contacts/dps-contacts/">https://dgs.virginia.gov/procurement/contacts/dps-contacts/</a> .	This change updates web addresses and contact information for Contract Compliance Assistance.
13.13	Deletes	The DGS/DPS Service Contracts section has prepared many model service contract solicitations for use by agencies. It also has an extensive file of examples of solicitations by agencies for various nonprofessional services. Within its resources, the Service Contracts Section will assist agencies in drafting solicitations, or reviewing solicitations prior to issuance, provide a member of its staff to take part in the evaluation of bids or proposals and in negotiations, and will provide general advice and guidance on service contracting. The Service Contracts Section has awarded several multi-agency and statewide contracts and, upon request, will handle a particular procurement on behalf of a single agency.	DELETED	The sample service solicitations are no longer available.
Annex 13 A	Updates location of DGS/DPS Purchase Requisition and Instruction		DGS/DPS Purchase Requisition can be found at <a href="https://dgs.virginia.gov/globalassets/document-center/dps-forms/procurement-policy-forms/pr.pdf">https://dgs.virginia.gov/globalassets/document-center/dps-forms/procurement-policy-forms/pr.pdf</a> . DGS/DPS Purchase Requisition Instructions can be found at <a href="https://dgs.virginia.gov/globalassets/document-center/dps-forms/procurement-policy-forms/pr-instructions.pdf">https://dgs.virginia.gov/globalassets/document-center/dps-forms/procurement-policy-forms/pr-instructions.pdf</a> .	The Purchase Requisition changed from an actual form to web address where the form and instruction can be found.
14.3.c	Deletes "Shelter Workshops" and inserts "ESOs" throughout the section	Surplus property listed in the e-Mall is available for purchase up to any dollar amount. <b>Sheltered workshops</b> are not listed. Purchases from <b>sheltered workshops</b> are exempt from competitive procurement within the guidelines stipulated in 2.2c, but can only be accessed outside eVA.	Surplus property listed in the e-Mall is available for purchase up to any dollar amount. <b>Employment Service Organizations</b> are not listed. Purchases from <b>Employment Service Organizations</b> are exempt from competitive procurement within the guidelines stipulated in 2.2c, but can only be accessed outside eVA.	This change is a titling correction update under Virginia Correctional Enterprises (VCE).
14.6.c	Adds a note to the section	Posting on eVA meets the public posting requirements set forth in <b>3.18</b> .	Posting on eVA meets the public posting requirements set forth in <b>3.19</b> . Note: Effective July 1, 2021, agencies must post awarded contracts and modifications in eVA.	This change to public posting requirements removes the professional service posting reference and adds a note alerting everyone that the legislation that passed in March 2020 to require the use of eVA Sourcing & Contracting will take effect July 1, 2021. VCCS has already made the migration for the solicitation (Sourcing) and is in process on the Contracting with the intent to be compliant by the deadline.
14.6.e.ii	Adds performance posting requirements for high risk contracts		Agencies must use the eVA functionality in Sourcing and Contracting to post information related to the performance of high-risk contracts (Code of Virginia § 2.2-4303.01).	This change adds that performance requirements for high risk contracts in 3.1.d shall be posted through eVA Sourcing & Contracting.
14.12	Deletes "evabilling@dgs.virginia.gov" and adds "eVABusinessManager@dgs.virginia.gov"	<b>Self-Certification and Fees For Non-Compliant Purchase Transactions.</b> Monthly each agency and institution shall submit a self-certification that the agency has or has not complied with all requirements set forth herein. The self-certification shall be completed via a password protected electronic eVA Dashboard that can be accessed via a link on the eVA website. The self-certification shall be electronically signed by the agency or institution purchasing director, chief financial officer, or designee.  If the agency or institution certifies that it has not complied with the requirements set forth herein, the following shall also be submitted to <a href="mailto:evabilling@dgs.virginia.gov">evabilling@dgs.virginia.gov</a> Attn: Deputy eVA Business Manager, Subject: Self Certification.	<b>Self-Certification and Fees For Non-Compliant Purchase Transactions.</b> Monthly each agency and institution shall submit a self-certification that the agency has or has not complied with all requirements set forth herein. The self-certification shall be completed via a password protected electronic eVA Dashboard that can be accessed via a link on the eVA website. The self-certification shall be electronically signed by the agency or institution purchasing director, chief financial officer, or designee.  If the agency or institution certifies that it has not complied with the requirements set forth herein, the following shall also be submitted to <a href="mailto:eVABusinessManager@dgs.virginia.gov">eVABusinessManager@dgs.virginia.gov</a> Attn: Deputy eVA Business Manager, Subject: Self Certification.	The email address for reporting the self-certification for eVA fees has changed from <a href="mailto:evabilling@dgs.virginia.gov">evabilling@dgs.virginia.gov</a> to <a href="mailto:evabusinessmanager@dgs.virginia.gov">evabusinessmanager@dgs.virginia.gov</a>



14.14	Changes \$5,000 to the cardholder's transaction limit or less	<b>Small Purchase Charge Card (SPCC):</b> Where a SPCC has previously been entered into the eVA system it should be used to affect payment of all purchase transactions <b>up to \$5,000</b> processed through vendors accepting the card. Every effort must be made to ensure that whenever a card is issued or cancelled, when a restriction imposed on a card is changed, etc., that the eVA system is updated as soon as practicable. For information contact DOA at 804-371-4350, fax to 804-786-9201 or email to cca@doa.virginia.gov. Charge card purchases shall be processed through eVA unless the purchase is exempt from processing through eVA in 14.9 c.	<b>Small Purchase Charge Card (SPCC):</b> Where a SPCC has previously been entered into the eVA system it should be used to affect payment of all purchase transactions up to <b>the cardholder's transaction limit</b> processed through vendors accepting the card. Every effort must be made to ensure that whenever a card is issued or cancelled, when a restriction imposed on a card is changed, etc., that the eVA system is updated as soon as practicable. For information contact DOA at 804-371-4350, fax to 804-786-9201 or email to cca@doa.virginia.gov. Charge card purchases shall be processed through eVA unless the purchase is exempt from processing through eVA in 14.9 c.	This change removes the \$5,000 transaction limit for small purchase charge cards to be the cardholder's transaction limit.
Appendix A, Charge Cards	Changes \$5,000 to the cardholder's transaction limit or less	<b>Charge Card:</b> In the context of this manual, the state-approved Small Purchase Charge Card (SPCC), used for small purchases ( <b>\$5,000 or less</b> ) of frequent, over-the-counter, Maintenance, Repair, and Operating (MRO) items used in the daily operations of any state activity, and for placing orders <b>up to \$5,000</b> against term contracts.	<b>Charge Card:</b> In the context of this manual, the state-approved Small Purchase Charge Card (SPCC), used for small purchases ( <b>cardholder's transaction limit or less</b> ) of frequent, over-the-counter, Maintenance, Repair, and Operating (MRO) items used in the daily operations of any state activity, and for placing orders <b>up to the cardholder's transaction limit</b> against term contracts.	This change removes the \$5,000 transaction limit for small purchase charge cards to be the cardholder's transaction limit in the Appendix section.
Appendix B, Section I, A., C., W, and adds CC.		<p><b>A. VENDORS MANUAL:</b> This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the Vendors Manual. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> under "Vendors Manual" on the vendors tab.</p> <p><b>C. ANTI-DISCRIMINATION:</b> By submitting their (bids/proposals), (bidders/offers) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).</p> <p>In every contract over \$10,000 the provisions in 1. and 2. below apply:</p> <p>1. During the performance of this contract, the contractor agrees as follows:</p> <p>a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.</p> <p>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.</p> <p>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.</p> <p>d. 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.</p> <p>e. 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.</p> <p><b>W. NONDISCRIMINATION OF CONTRACTORS:</b> A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual,</p>	<p><b>A. VENDORS MANUAL:</b> 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. <b>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.)</b> 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 <a href="http://www.eva.virginia.gov">www.eva.virginia.gov</a> under "I Sell To Virginia".</p> <p><b>C. ANTI-DISCRIMINATION:</b> By submitting their (bids/proposals), (bidders/offers) 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, <b>gender sexual orientation, gender identity</b>, 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).</p> <p>In every contract over \$10,000 the provisions in 1. and 2. below apply:</p> <p>1. During the performance of this contract, the contractor agrees as follows:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p><b>W. NONDISCRIMINATION OF CONTRACTORS:</b> A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, <b>sexual orientation, gender identity</b>, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-</p>	<p>The changes to Appendix B Section I: Required General Terms &amp; Conditions Goods and Nonprofessional Services</p> <p>A: Vendor's Manual - This changes adds the guidance for filing a complaint</p> <p>C: Anti-Discrimination: This change adds the additional discrimination criteria for sexual orientation and gender identity. This section also adds the requirement for harassment training in C.d and detailed in term CC.</p> <p>W: Non-Discrimination of Contractors - This section adds the additional discrimination criteria for sexual orientation and gender identity</p> <p>CC: Civility in State Workplaces - This is a new section that details the new requirements for all contractor's having regular interactions with state employees to complete harassment training either through their organization's training program or by completing the DHRM training program and providing a completion certification</p>

		<p>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.</p>	<p>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.</p> <p><b>CC. CIVILITY IN STATE WORKPLACES:</b> 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.</p> <p>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.</p> <p>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.</p> <p>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.</p>	
Appendix B, Section II, 2. A.	Corrects a prior omission	<b>AWARD:</b> An award will be made to the lowest responsive and responsible	<b>AWARD:</b> An award will be made to the lowest responsive and responsible <b>bidder.</b>	This change corrects an error in leaving out the language for 'bidder' in the sentence for the award clause.
Appendix B, Section II, 8	Changes reference for Additional Users	<b>Authorization to use this clause must be granted by DPS, see 3.7a.</b> If the value of the contract, including any renewal periods is within the delegated authority of the lead agency and other agencies and institutions may benefit, the lead agency may issue a solicitation and include this clause on behalf of other public bodies. The value of the contract, including other agency orders, must remain within the lead agency's delegated authority. To obtain maximum pricing advantage, every effort should be made to identify participating agencies and their expected usage in the solicitation.	<b>AUTHORIZATION TO USE THIS CLAUSE MUST BE GRANTED BY DPS, SEE 3.8.A</b> If the value of the contract, including any renewal periods is within the delegated authority of the lead agency and other agencies and institutions may benefit, the lead agency may issue a solicitation and include this clause on behalf of other public bodies. The value of the contract, including other agency orders, must remain within the lead agency's delegated authority. To obtain maximum pricing advantage, every effort should be made to identify participating agencies and their expected usage in the solicitation.	This change updated the reference on the additional users of contracts granted by DPS clause.