

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

**1. Introduction**

1.1. This policy sets forth the legal authority and responsibility for the purchasing process.

**2. Purpose**

2.1. Public purchasing embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws enacted by the appropriate legislative body. The intent of the Virginia General Assembly is set forth in the Virginia Public Procurement Act (Code of Virginia, §§ 2.2-4300 et seq.). The Fauquier County School Board (hereafter collectively referred to as “School Board” for convenience) intends, through this policy, to assure the best quality and price for products and services; to protect the assets and funds of the School Board; and to maintain above-board relations with all suppliers within the Procurement Laws and Business Ethics as dictated by federal, state, and Fauquier County governments. Therefore the following Policy for purchasing is hereby adopted by the Fauquier County School Board and shall take effect immediately.

**3. General Provisions**

3.1. Application

3.1.1. This Policy applies to all contracts for goods, services, insurance and construction entered into by the School Board. This Policy is established by official action of the School Board. All provisions of this Policy are in conformance with Chapter 43, §§ 2.2-4300 et seq. of the Virginia Code as amended.

3.1.2. When the procurement involves the expenditure of federal assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory federal law and regulation which is not reflected in this Policy.

3.1.3. When this Policy does not specifically address a procurement issue, the issue may be resolved in accordance with the applicable section of the Commonwealth of Virginia’s law and current policy.

3.2. Effective Date

3.2.1. Contracts entered into prior to passage of this Policy shall continue to be governed by the procurement policy and regulations of the School Board and Commonwealth of Virginia in effect at the time those contracts were executed.

3.3. Severability

3.3.1. If any provision of this Policy or any application thereof is held invalid, such invalidity shall not affect other provisions or applications of this Policy which can be given effect without the invalid provision or application, and to this end the provisions of this Policy are declared to be severable.

3.4. Definitions

3.4.1. **“Brand Name Specification”** is a specification by manufacturers' names and catalogue numbers.

3.4.2. **“Brand Name or Equal Specification”** is a brand name specification to describe the standard of quality, performance, and other characteristics needed to meet School Board requirements and which provides for the submission of equivalent products.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

- 3.4.3. **“Capital Asset”** is land, improvements to land, easements, buildings, building improvements, machinery, equipment, works of art and historical treasures, infrastructure, and all other tangible or intangible assets that are used in operations and that have initial useful lives extending beyond one year.
- 3.4.4. **“Capital Improvement Projects”** are acquisitions or construction of major equipment or facilities with a useful life of ten or more years.
- 3.4.5. **“Confidential Information”** is any information which is available to an employee only because of the employee's status as an employee of the School Board and which is not a matter of public knowledge or available to the public on request.
- 3.4.6. **“Construction”** is building, altering, repairing, improving or demolishing any structure, building, and any draining, dredging, excavation, grading or similar work upon real property.
- 3.4.7. **“Goods”** means all material, equipment, supplies, printing and automated data processing hardware and software.
- 3.4.8. **“Governing Body”** is the Fauquier County School Board.
- 3.4.9. **“Informality”** is a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the Request for Proposal, which does not affect the price, quality, or delivery schedule for the goods, services or construction being procured.
- 3.4.10. **“Invitation for Bid”** means all documents, whether attached or incorporated by reference, used for solicitation of competitive sealed bids. Also referred to as “IFB”.
- 3.4.11. **“Nonprofessional Services”** are any services not specifically identified as professional services within this policy or by the Virginia Public Procurement Act, as amended.
- 3.4.12. **“Professional Services”** is work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, medicine, optometry, pharmacy, dentistry, or professional engineering.
- 3.4.13. **“Public Body”** is any legislative, executive or judicial body, agency, office, department, authority, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this policy.
- 3.4.14. **“Purchasing Agent”** is the Official in charge of procurement as designated by the Fauquier County Public School Division Superintendent, presently the Procurement Manager.
- 3.4.15. **“Request for Proposals”** means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Also referred to as “RFP”.
- 3.4.16. **“Responsible Bidder or Offeror”** is a bidder or offeror that has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been pre-qualified, if required.
- 3.4.17. **“Responsive Bidder”** is a bidder that has submitted a bid which conforms in all material respects to the Invitation for Bid.
- 3.4.18. **“Services”** is any work performed by an independent contractor which does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

3.4.19. *“Supplies, Materials, Equipment and Commodities”* are any goods or articles which will be used by or furnished to any department, school, or other offices of the School Board.

3.4.20. *“Using Departments”* are all departments, agencies, schools, boards and commissions of the School Board, including unified support services, and offices supported from funds approved by the School Board.

**4. Purchasing Authority**

4.1. Establishment and Appointment.

4.1.1. All purchasing activities shall be taken under the direction and supervision of the Purchasing Agent in accordance with the provisions in this policy.

4.2. Authority of the Purchasing Agent

4.2.1. The Division Superintendent, as authorized by the Fauquier County School Board, shall have administrative responsibility for all purchasing by the school division and shall serve as the principal public purchasing official for the School Board. This individual shall be responsible for the procurement of goods, services, insurance and construction in accordance with this policy, and the establishment of regulations providing a foundation for an efficient and compliant procurement system to meet the needs of the school division. The Division Superintendent may designate the Procurement Manager to serve as the Purchasing Agent for the School Board and the school division subject to federal and state codes and School Board policies.

4.3. Delegation

4.3.1. The Purchasing Agent, as authorized by the Division Superintendent, may delegate purchasing authority, in writing, to purchase certain supplies, services, or construction items to other employees, if such delegation is deemed necessary for the effective procurement of those items.

4.4. Revisory Authority

4.4.1. The Purchasing Agent will work with the originating department to revise any purchase specifications which, in the Purchasing Agent’s professional opinion, appear to restrict competition, in order to avoid any potential bid protests and maximize competition.

4.5. Rules and Regulations

4.5.1. The Purchasing Agent shall prepare and maintain approved Purchasing Procedures/Regulations containing detailed rules and regulations, consistent with this policy and the laws of the Commonwealth of Virginia, governing the operation of School Board purchasing activities.

**5. Cooperative Procurement**

5.1. Conditions for Use

5.1.1. Pursuant to the authority granted by § 2.2-4304 of the Virginia Code, the School Board may enter into cooperative procurement agreements for the purpose of combining requirements to increase efficiency or reduce administrative expenses in the procurement process.

5.1.2. All cooperative procurement contracts entered into or used by the School Board shall be based on procurement principles contained in this policy.

5.1.3. Except as otherwise prohibited in § 2.2-4304 of the Virginia Code, the School Board may participate in or

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

purchase goods and services through contracts awarded by other governmental bodies when it is determined that: (i) the cooperative procurement is in the best interest of the School Board; (ii) the cooperative procurement is based on competitive procurement principles, and (iii) the cooperative procurement includes cooperative language within the original solicitation inclusive of addenda.

**6. Contract Formation And Methods Of Source Selection**

6.1. Competitive Sealed Bidding

6.1.1. Conditions for Use - All contracts with non-governmental contractors for the purchase or lease of goods, or for the purchase of services (other than professional services), insurance, or construction in excess of Fifty Thousand Dollars (\$50,000) shall be awarded after competitive sealed bidding, or by such other procedures required or authorized by this Policy.

6.1.2. Pre-Qualification of Bidders - Bidders may be pre-qualified prior to any solicitation of bids, whether for goods, services, insurance or construction. The pre-qualification process shall be consistent with the provisions of § 2.2-4317 of the Virginia Code. The application form used in such process shall set forth the criteria upon which the qualifications of prospective contractors will be evaluated. The application form shall request of prospective contractors only such information as is appropriate for an objective evaluation of all prospective contractors pursuant to such criteria. Such form shall allow the prospective contractor seeking pre-qualification to request, by checking the appropriate box, that all information voluntarily submitted by the contractor be considered a trade secret or proprietary information subject to the requirements of § 2.2-4342 of the Virginia Code. In all instances in which pre-qualification of potential contractors is required for construction projects, advance notice shall be given of the deadline for the submission of pre-qualification applications. The deadline for submission shall be sufficiently in advance of the date set for the submission of bids for such construction so as to allow the procedures set forth in the provisions of § 2.2-4317 of the Virginia Code to be accomplished.

6.1.3. Public Notice of Invitation for Bid (IFB) - Public notice of the Invitation for Bid shall be posted in a public area in the Procurement Division and on the Procurement website, at least ten (10) days prior to the last day set for the receipt of bids. The posting shall include a general description of the proposed purchase or sale and where solicitation documents may be obtained.

Sealed bids shall also be solicited from prospective suppliers who have requested their names to be added to a "bidders list" which the Procurement Division shall maintain. Invitations sent to vendors on the "bidders list" shall be limited to commodities that are similar in character and ordinarily handled by the trade group to which the invitations are sent. Placement on the "bidders list" is no guarantee of solicitation for bids and/or quotes.

6.1.4. Use of Brand Names - Unless otherwise provided in the Invitation for Bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand name, make or manufacturer, but rather conveys the general style, type, character, and quality of the articles desired, and any article which is determined to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

6.1.5. Cancellation, Rejection of Bids and Waiver of Informalities - An Invitation for Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals may be canceled or rejected in whole or in part. The reasons for cancellation shall be made part of the contract file. Informalities may be waived when the determination is made that it is in the best interest of the School Board to do so.

6.1.6. Bid Opening - All bids must be opened in public.

6.1.7. Negotiation with Lowest Responsible Bidder - Unless canceled or rejected, a responsive bid from the

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

lowest responsible bidder shall be accepted as submitted, except that if the bid from the lowest responsible bidder exceeds available funds, negotiation may commence with the apparent low bidder to obtain a contract price within available funds; however, such negotiation may be undertaken only under conditions and procedures described in writing prior to issuance of the Invitation for Bid and summarized therein.

6.1.8. Withdrawal of Bid Due to Error

6.1.8.1. A bidder for a construction contract may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.

The following procedure for bid withdrawal must be stated in the Invitation for Bids: The bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. The work papers, documents and materials may be considered trade secrets or proprietary information subject to the conditions of subsection F of § 2.2-4342 of the Virginia Code. The mistake shall be proved only from the original work papers, documents and materials delivered as required herein.

6.1.8.2. Procedures for the withdrawal of bids for other than construction contracts may be established.

6.1.8.3. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent (5%).

6.1.8.4. If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

6.1.8.5. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

6.1.8.6. The School Board shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If withdrawal of a bid is denied under the provisions of this section, the bidder shall be notified in writing stating the reasons for the decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and responsive bidder. At the same time that the notice is provided, the School Board shall return all work papers and copies thereof that have been submitted by the bidder.

6.1.9. Bid Award - Bids shall be awarded to the lowest responsive and responsible bidder. When the terms and conditions of the invitation for Bid provide that multiple awards may be made, awards may be made to more than one bidder.

Unless canceled or rejected in accordance with 6.1.5. of this policy, a responsive bid from the lowest responsible bidder shall be accepted as submitted except as provided in Section 6.1.7. of this policy.

When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

the order elsewhere shall be prepared and filed with the other papers relating to the transaction.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

6.1.10. Tie Bids

- 6.1.10.1. In the case of a tie bid, preference shall be given to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in Fauquier County, if such a choice is available.
- 6.1.10.2. Except as provided in 6.1.10.1. in the case of a tie bid, preference shall be given to goods, services and construction produced in Virginia or provided by Virginia persons, firms or corporations, if such a choice is available.
- 6.1.10.3. 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 preference, a like preference may be allowed to the lowest responsible bidder who is a resident of Virginia.
- 6.1.10.4. Notwithstanding the provisions 6.1.10.2. and 6.1.10.3. in the case of a tie bid in instances where goods are being offered, and existing price preferences have already been taken into account, preference shall be given to the bidder whose goods contain the greatest amount of recycled content.
- 6.1.10.5. In the event that none of the foregoing provisions of this section resolve the tie, the tie is decided by lot or the solicitation is cancelled and rebid.

6.1.11. Authority to Transact Business in Virginia - If required by law, any awarded bidder or offeror shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 or Title 50 of the Virginia Code, during the term of the contract or any contract renewal. The contractor as awarded shall not allow registration to lapse or its certificate of authority or registration to transact business in the Commonwealth of Virginia to be revoked or cancelled at any time during the term(s) of the contract. If the awarded contractor fails to remain in compliance with the provisions of this section, the contract may be voided at the sole discretion of the School Board.

6.1.12. Contract Pricing Arrangement - Except in case of emergency affecting the public health, safety or welfare, no contract shall be awarded on the basis of cost plus a percentage of cost. A policy or contract of insurance or prepaid coverage having a premium computed on the basis of claims paid or incurred, plus the insurance carrier's administrative costs and retention stated in whole or part as a percentage of such claims, shall not be prohibited by this section. Architect/engineer and similar contracts which are based on a percentage of construction cost shall not be prohibited by this section, providing the construction contract is not awarded by or to that architect/engineer or similar contracts.

6.1.13. Multi-Term Contracts

- 6.1.13.1. Specified Period - Unless otherwise provided by law, a contract for goods, services or insurance may be entered into for any period of time deemed to be in the best interest of the School Board provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds therefor.
- 6.1.13.2. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods - When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

6.1.14. Modification of the Contract

- 6.1.14.1. A contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the contract or \$50,000, whichever is greater, without the advance written approval of the School Board. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.
- 6.1.14.2. Nothing in this section shall prevent the School Board from placing greater restrictions on contract modifications.
- 6.1.14.3. The term of an existing contract for services may be extended to allow completion of any work undertaken but not completed during the original term of the contract.
- 6.1.14.4. The provisions of this section shall not limit the amount a party may claim or recover against a public body pursuant to §2.2-4363 or any other applicable statute or regulation.

6.1.15. Retainage on Construction Contracts

- 6.1.15.1. In any contract for construction which provides for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent (95%) of the earned sum when payment is due, with not more than five (5%) being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment.
- 6.1.15.2. Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.
- 6.1.15.3. Nothing in this section shall preclude the establishment of retention for contracts other than construction.

6.1.16. Bid Bonds on Construction Contracts - Except in cases of emergency, all bids or proposals for construction contracts in excess of One Hundred Thousand Dollars (\$100,000) shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent (5%) of the amount bid. Nothing in this section shall preclude a requirement of bid bonds to accompany bids or proposals for construction contracts anticipated to be less than One Hundred Thousand Dollars (\$100,000).

No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bids for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

6.1.17. Performance and Payment Bonds for Construction Contracts.

- 6.1.17.1. Upon the award of any construction contract exceeding One Hundred Thousand Dollars (\$100,000) awarded to any prime contractor or as otherwise required in § 2.2-4337 of the Virginia Code, such contractor shall furnish to the School Board the following bonds:
  - 6.1.17.1.1. A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans,

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

specifications and conditions of the contract.

- 6.1.17.1.2. A payment bond in the sum of the contract amount. Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
- 6.1.17.2. Each of such bonds shall be executed by one or more surety companies selected by the contractor which are legally authorized to do business in Virginia.
- 6.1.17.3. Bonds shall be made payable to the Fauquier County School Board as appropriate.
- 6.1.17.4. Each of the bonds shall be filed in the contract file.
- 6.1.17.5. Nothing in this section shall preclude the School Board from requiring payment or performance bonds for construction contracts below One Hundred Thousand Dollars (\$100,000).
- 6.1.17.6. Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.
- 6.1.18. Action on Performance Bonds - No action against the surety on a performance bond shall be brought unless brought within one year after (i) completion of the contract, including the expiration of all warranties and guarantees, or (ii) discovery of the defect or breach of warranty, that give rise to the action.
- 6.1.19. Action on Payment Bonds.
  - 6.1.19.1. Any claimant who has a direct contractual relationship with the contractor and who has performed labor or furnished material in accordance with the contract documents in the prosecution of work provided in any contract for which a payment bond has been given, and who has not been paid in full before the expiration of ninety (90) days after the day on which such claimant performed the last of the labor or furnished the last of the materials for which he claims payment, may bring an action on the payment bond to recover any amount due him for the labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.
  - 6.1.19.2. Any claimant who has a direct contractual relationship with any subcontractor but who has no contractual relationship, express or implied, with the contractor, may bring an action on the contractor's payment bond only if he has given written notice to the contractor within 90 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainage with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

6.1.19.3. Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

6.1.19.4. Any waiver of the right to sue on the payment bond required by this section shall be void unless it is in writing, signed by the person whose right is waived, and executed after such person has performed labor or furnished material in accordance with the contract documents.

6.1.20. Alternative Forms of Security.

6.1.20.1. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check, cashier's check or cash escrow in the face amount required for the bond.

6.1.20.2. If approved by the School Board Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the School Board equivalent to a corporate surety's bond.

6.1.21. Bonds for Other than Construction Contracts - At the discretion of the School Board bidders may be required to submit with their bid, a bid bond in an amount previously determined and specified in the Invitation to Bid, as a guarantee that if the contract is awarded to such bidder, that the bidder will enter into the contract for the work mentioned in the bid. Additionally, the School Board may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation for Bid or Request for Proposal.

6.1.22. Insurance - Vendors providing services will be required to carry adequate insurance to protect the School Board from loss in case of accident, fire, theft, etc., throughout the term of the service contract. Proof of adequate insurance shall be furnished prior to acceptance of an award. The specific insurance requirements will be defined by Risk Management and will be included in the Request for Proposal or Invitation for Bid.

6.2. Competitive Negotiation.

6.2.1. Competitive Negotiation for Goods or Services Other Than Professional Services

6.2.1.1. Conditions for Use

6.2.1.1.1. Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instances upon a determination made in advance and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination:

6.2.1.1.1.1. through a fixed price or not-to-exceed price design-build or construction management basis in accordance with § 2.2-4308 of the Virginia Code; or

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

6.2.1.1.1.2. for the construction of highways and any draining, dredging, excavation, grading or similar work upon real property.

6.2.1.2. Request for Proposal - The Procurement Division shall issue a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal, indicating whether a numerical scoring system will be used in evaluation of the proposal, and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. In the event that a numerical scoring system will be used in the evaluation of proposals, the point values assigned to each of the evaluation criteria shall be included in the Request for Proposal or posted at the location designated for public posting of procurement notices prior to the due date and time for receiving proposals. The Procurement Division shall work with the Using Department to select evaluation committee members tasked with the evaluation of proposals.

6.2.1.3. Public Notice - Public notice of the Request for Proposal shall be given at least ten days prior to the date set for receipt of proposals by publication in a newspaper with general circulation in the County, posted in a public area in the Procurement Division and on the Procurement website. In addition, proposals may be solicited directly from potential contractors.

6.2.1.4. Receipt of Proposals - Proposals shall not be made public and shall be handled so as to not permit disclosure of the contents of any proposal to competing offerors or the general public during the process of negotiation. At the time fixed for receipt of proposal responses, the Procurement Division will read, and make available to the public on request, only the names of the offerors.

6.2.1.5. Selection of Award - Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the request for proposal, including price if so stated in the request for proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror so selected, the evaluation committee shall select the offeror which, in its opinion, has made the best proposal, and shall award the contract to that offeror. Contracts shall be awarded to multiple offerors if so stated in the original Request for Proposals. Should the evaluation committee determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

6.2.2. Competitive Negotiation for Professional Services.

6.2.2.1. Conditions for Use - Contracts for professional services, as defined in 3 of this Policy, where the aggregate cost is expected to exceed Fifty Thousand Dollars (\$50,000), shall be entered into in the following manner.

6.2.2.2. Request for Proposals - The Procurement Division shall issue a written Request for Proposal indicating in general terms that which is sought to be procured, specifying the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions, including any unique capabilities or qualifications which will be required of the contractor. Professional Services Request for Proposals shall not, however, request that offerors furnish estimates of man-hours or cost for services.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

6.2.2.3. Public Notice - Public Notice of the Request for Proposal shall be given at least ten days prior to the date set for receipt of proposals by publication in a newspaper of general circulation in the County, posted in a public area in the Procurement Division and on the Procurement website. In addition, proposals may be solicited directly from potential contractors.

6.2.2.4. Selection and Award - The School Board shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial response and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used in the review of the professional competence of the offeror. At the discussion stage, the School Board may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of prices for services.

Proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of the discussions, and upon the basis of evaluation factors published in the request for proposal and all information developed in the selection process, the School Board shall select, in the order of preference, two or more offerors whose professional qualifications and proposed services are deemed the most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the School Board can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price. Should the School Board determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.

6.2.2.5. Request for Proposals, Open-End Architectural/Engineering - As permitted in § 2.2-4301 of the Virginia Code, contracts entered into for this professional service for use as-required on multiple projects shall follow the guidelines set forth in this section with the following exceptions:

Award. Contracts shall be awarded to multiple offerors if so stated in the original Request for Proposals, to facilitate use on multiple projects.

Single, Contract Term Project and Contract Renewal Limits. No single project shall exceed \$100,000 under contracts awarded within Open-End A/E contracts, and the sum of all projects during the contract term shall not exceed \$500,000. Contracts awarded within Open-End A/E Professional Services shall not exceed one year plus four one-year renewals.

### 6.3. Sole Source Procurement

6.3.1. A contract may be awarded without competition when it is determined in writing, after conducting a good faith review of available sources, that there is only one source practicably available for the required good, service, insurance or construction item. Negotiations shall be conducted, as appropriate, to obtain the best price, delivery, and terms. A written notice shall be issued stating that only one source was determined to be practicably available, identify that which is being procured, the contractor selected and the date on which the contract will be awarded. For purchases exceeding Fifty Thousand Dollars (\$50,000), a notice of sole source shall be posted in the Procurement Division and on the Procurement website on the day of award or the decision to award is announced, whichever occurs first.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

6.4. Emergency Purchases

- 6.4.1. An emergency may arise in order to protect personal safety, life or property, i.e., an occurrence of a serious, urgent and threatening nature that demands immediate action to avoid termination of essential services or a dangerous condition. In such cases, a Purchase Order or contract may be awarded by the Procurement Division without competitive bidding or competitive negotiation; however, such procurement shall be made with as much competition as is practicable under the circumstances. A written determination and justification establishing the basis for the emergency and for the selection of the particular contractor/vendor must be submitted by the requesting department to the Procurement Division prior to creating an obligation. The Purchasing Agent will approve or disapprove the purchase as an emergency procurement. The approved written determination shall become part of the procurement file. For purchases with a total cost in excess of Fifty Thousand Dollars (\$50,000) a written notice, usually the emergency justification form, stating that the contract is being awarded, or has been awarded on an emergency basis shall be publicly posted in the Procurement Division and on the Procurement website for ten (10) calendar days, beginning on the day of the award or the decision to award is announced, whichever occurs first, or as soon thereafter as is practicable.

Notwithstanding the foregoing, if an emergency occurs at times other than regular business hours, the concerned department may purchase directly the required goods or contractual services. The requesting department shall, however, whenever practicable, secure competitive telephone bids and order delivery to be made by the lowest responsible bidder. The requesting department shall also, as soon as practicable, submit to the Procurement Division a tabulation of bids received, if any, a copy of the delivery record and a written explanation of the circumstances of the emergency. In the event of any emergency which utilizes the Fauquier County Emergency Operation Plan, documentation shall follow the guidelines of the most recent edition of that plan.

6.5. Small Purchases

- 6.5.1. Purchases where the estimated total cost of the materials, equipment, supplies, shipping, insurance, non-transportation related construction, or service are not expected to exceed Fifty Thousand Dollars (\$50,000) may be awarded in accordance with procedures delineated in the most recently approved Purchasing Procedures/Regulations.

Small purchase procedures shall include but are not limited to the following provisions:

- 6.5.1.1. Purchases from nongovernmental sources where the estimated total cost of the goods or services are \$25,000 or greater but less than \$50,000 may be made after soliciting a minimum of four (4) written quotations.
- 6.5.1.2. Purchases from nongovernmental sources where the estimated total cost of the goods or services is \$5,000 or greater but less than \$25,000 may be made after soliciting a minimum of three (3) verbal or documented telephonic quotations.
- 6.5.1.3. Purchases where the estimated total cost of the goods or services is less than \$5,000 may be made upon receipt of one fair and reasonable price.
- 6.5.1.4. Purchase of used equipment, defined as equipment which has been previously owned and used where the estimated total cost is \$5,000 or greater but less than \$50,000, may be made after soliciting a minimum of two (2) written quotations; award shall be based on the offer deemed

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

to be in the best interest of the School Board. Prior to the award of a contract for used equipment, a person technically knowledgeable of the type of equipment sought shall document the condition of the equipment stating that this purchase would be in the best interest of the School Board as part of the purchase documentation; price reasonableness shall be considered in determining award.

6.5.1.5. Nothing in this section shall preclude requiring more stringent procedures for purchases made under the small purchase method.

6.6. Use of Small Purchase or Specialized Credit Cards

6.6.1. Small purchase or specialized credit cards may be utilized for the purchases indicated in the credit card procedures. Credit card procedures/regulations outlining the specific, complete details for use of the purchase card must be reviewed and approved by the Division Superintendent prior to implementation and adoption. Misuse of any credit card program is subject to the same action stated in Sections 6.10. and 10.12. of this Policy, in addition to any legal remedies outlined in the specific card procedures/regulations.

6.7. Exemptions and Exceptions

6.7.1. Exemptions

6.7.1.1. In accordance with §§ 2.2-4344 and 2.2-4346, Virginia Code, purchases exempted from competitive procurement shall include the following: purchases of goods or services produced or performed by persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired, or employment services organizations that offer transitional or supported employment services serving individuals with disabilities, legal services, provided that pertinent provisions of Chapter 5 (§ 2.2-500 et seq.) of Title 2.2 of the Virginia Code remain applicable and expert witnesses and other services associated with litigation or regulatory proceedings, and certain essential election materials and services in accordance with Article 1 (§2.2-4300 et seq.), Article 2 (§2.2-4303, et seq.) and Article 5 (§2.2-4357, et seq) of Title 2.2 of the Virginia Code.

The School Board may enter into contracts without competitive sealed bidding or competitive negotiation for insurance if purchased through an association of which the School Board is a member, if the association was formed and is maintained for the purpose of promoting the interest and welfare of and developing close relationships with similar public bodies, provided such association has procured the insurance by use of competitive principles and provided that a determination is made in advance after reasonable notice to the public and set forth in writing that competitive sealed bidding and competitive negotiation are not fiscally advantageous to the public. The writing shall document the basis for this determination.

The School Board may authorize, by delegation, schools to enter into contracts for caps and gowns, class rings and graduation announcements to be available for purchase or rental by students, parents, faculty or other persons using nonpublic funds through the use of competitive negotiation as provided in this Policy. Contracts for yearbooks and photographs are presently awarded through a competitive negotiation process and available for use by all schools, with information available on the Procurement website.

6.7.2. Exceptions to Competitive Procurement Requirements

6.7.2.1. Competition normally is either not practicable or available for purchase of

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

the goods or services listed below. Therefore, when a department's estimated cost of goods or services is estimated to be \$50,000 or less for the entire duration of the requirements, purchases may be made upon receipt of a minimum of one written quotation. This section is in accordance with §2.2-4303 of the Virginia Code.

- 6.7.2.1.1. Accreditation and Testing: Accreditation fees and academic testing services.
- 6.7.2.1.2. Athletic Fees: Fees associated with participation in athletic tournaments and events including registration and game guarantees for all athletic events.
- 6.7.2.1.3. Athletic Officials/Referee: Umpires, referees, and other sports officials to officiate competitive athletic and sporting events sponsored by the School Board. The services include observing the play, detecting infractions of rules, and imposing penalties established by the rules and regulations of the various sports.
- 6.7.2.1.4. Books, printed materials, reprints and subscriptions: Books, printed materials, reprints, and subscriptions (e.g., print or electronic), pre-recorded audio and video material (in any media), when only available from the publisher/producer. Justification must be prepared to document verification of exclusivity.
- 6.7.2.1.5. Consulting: Academic/research consulting services. This exemption is limited to services provided by an academician employed by a public or private institution of higher education.
- 6.7.2.1.6. Copyright/Royalty Fees: Purchase of the exclusive legal right to reproduce, publish, sell, or distribute the matter and form of something (as a literary, musical, or artistic work, ASCAP).
- 6.7.2.1.7. Dues and Professional Licenses: Professional organization membership dues and fees to maintain professional licenses.
- 6.7.2.1.8. Honoraria/Entertainment: Payment for a service (e.g., making a speech) such as authors, speakers, lecturers, musicians, performing artists.
- 6.7.2.1.9. License Agreements: License agreements with the owner of the source code for existing software and/or manufacturer of sophisticated scientific equipment.
- 6.7.2.1.10. Perpetual Software Support: Competitively purchased software that requires annual support including upgrades to keep the product current, is considered both proprietary and perpetual, as support cannot be provided by anyone other than the source code or current program/software holder. For that reason, software support does not require the same competitive justification as other purchases so long as the original purchase is competitive and the same company provides the support, until that product/software is no longer utilized. Using Departments must verify that the pricing is fair and reasonable and that the product/software is still available through the current provider with each purchase.
- 6.7.2.1.11. Media Purchases: Advertisements and legal notices such as in newspapers, magazines, journals, radio, television, etc.
- 6.7.2.1.12. Other Agencies: purchases from the federal government, other states and their agencies or institutions, and public bodies. Care must be exercised to verify pricing as fair and reasonable.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

6.7.2.1.13. Training:

6.7.2.1.13.1. Training provided by professional organization: Classes, workshops, or conferences provided by a professional organization rather than a training vendor or individual. This exemption is limited to organizations that are associated with professional accreditation or certification.

6.7.2.1.13.2. Specialized training: Training that is specialized, proprietary, and not typically available to the general public for which competition is generally unavailable. Specialized technical training provided by a vendor for their equipment is included in this category. Justification must be prepared to document verification of exclusivity.

6.8. Collusion among Bidders

6.8.1. More than one bid from an individual, firm, partnership, corporation or association under the same or different name will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for the work contemplated will cause rejection of all bids in which the bidder is interested. Any or all bids may be rejected if there is any reason for believing that collusion exists among the bidders. Participants in such collusion may not be considered in future bids for the same work. Each bidder, as a condition of submitting a bid, shall certify that he is not a party to any collusive action as herein defined.

6.9. Contract Award Approval

6.9.1. No contract resulting from a formally issued IFB or RFP that exceeds One Hundred Thousand Dollars (\$100,000) shall be awarded without the concurrence of the School Board.

6.10. Unauthorized Purchases

6.10.1. Whenever any officer or employee of the School Board purchases or contracts for any supplies or services contrary to the provisions of this Policy or the Purchasing Procedures/Regulations, such purchases or contract shall be void and shall not be considered to be an obligation of the School Board.

6.10.2. Any School Board officer or employee making or approving a purchase contrary to the provision of this Policy or the Purchasing Procedures/Regulations shall be personally liable for the costs of such purchases or contract. If already paid out of School Board funds, the amount thereof may in the name of the School Board, be recovered by deduction from that person's compensation or an appropriate legal action instituted.

6.11. Competitive Bidding or Competitive Negotiation on State-Aid Projects.

6.11.1. No contract for the construction of any building or for an addition to or improvement of an existing building by the School Board for which state funds of not more than \$50,000 in the aggregate or for the sum of all phases of a contract or project, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive sealed bidding or after competitive negotiation as provided under Section 6.1 and 6.2. The procedure for the advertising for bids or for proposals and for letting of the contract shall conform, mutatis mutandis, to the Virginia Public Procurement Act, (§§ 2.2-4300 et seq.).

6.12. Public Access to Procurement Information.

6.12.1. Except as provided herein, all proceedings, records, contracts and other public records relating to

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§§ 2.2-3700 et seq.). Cost estimates relating to a proposed transaction prepared by or for the School Board shall not be open to public inspection.

Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of all bids but prior to award, except in the event that the School Board decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract.

Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award, except in the event the School Board decides not to accept any of the proposals or decides to reopen the contract. Subject to the provisions of this section, proposal records shall be open to public inspection after award of the contract.

Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

Pursuant to § 2.2-4317 of the Virginia Code, trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or pre-qualification application shall not be subject to public disclosure under the Virginia Freedom of Information Act (§§ 2.2-3700 et seq.); however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

6.13. Employment Discrimination by Contractor Prohibited.

6.13.1. Every contract of over \$10,000.00 shall include the provisions contained in subsections (6.13.1.1.) and (6.13.1.2.) below:

6.13.1.1. During the performance of this contract, the contractor agrees as follows:

6.13.1.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state or federal 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.

6.13.1.1.2. 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.

6.13.1.1.3. 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.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

6.13.1.2. The contractor will include the provisions of the foregoing paragraphs 6.13.1.1.1., 6.13.1.1.2. and 6.13.1.1.3 in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

## 7. Debarment

### 7.1. Authority to Debar or Suspend

7.1.1. After ten days written notice as provided for in 7.2 to the person involved and with no legal action taken by that person per 8.8 of this Policy, a person may be debarred for cause from consideration for award of contracts. The debarment shall be and remain effective for a period commensurate with the seriousness of the cause as determined. A person may be suspended from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment. The suspension shall not be for a period exceeding six (6) months. When debarment or suspension occurs, such debarment or suspension shall be considered to be just cause for cancellation of any existing contracts held by the person or business debarred or suspended.

The causes for debarment or suspension shall include:

- 7.1.1.1. Conviction for commission of a criminal offense relating to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- 7.1.1.2. Conviction under state or federal statutes for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty;
- 7.1.1.3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals;
- 7.1.1.4. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract;
- 7.1.1.5. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment;
- 7.1.1.6. Any other cause determined to be so serious and compelling as to affect responsibility as a School Board contractor, including debarment or suspension by another governmental entity for any cause in this Policy; and for violation of the ethical standards set forth in this Policy.

### 7.2. Decision to Debar or Suspend

7.2.1. A written decision to debar or suspend shall be issued. The decision shall state the reasons for the action taken and inform the debarred or suspended person involved of his/her rights concerning judicial review.

### 7.3. Notice of Decision

7.3.1. A copy of the decision required by 7.2 shall be final and conclusive unless legal action is taken by the debarred or suspended person as provided for in 8.8 of this Policy.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

**8. Appeals and Remedies for Bid Protests**

8.1. Ineligibility of Bidder, Offeror or Contractor

8.1.1. As provided for in § 2.2-4357 of the Virginia Code any bidder, offeror or contractor refused permission to participate, or disqualified from participating, in contracts shall be notified in writing. Such notice shall state the reasons for the action taken. This decision shall be final unless the bidder, offeror or contractor appeals within thirty days of receipt by instituting legal action as provided in 8.8 of this Policy.

If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulations, the sole relief shall be restoration of eligibility.

8.2. Appeal of Denial of Withdrawal of Bid

8.2.1. A decision denying withdrawal of bid under the provisions of Section 6.1.8. of this Policy shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision by instituting legal action as provided in Section 8.8.2 of this Policy.

If no bid bond was posted, a bidder refused withdrawal of a bid under the provisions of Section 6 (6.1.8) of this Policy, prior to appealing, shall deliver to the Procurement Division a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next lowest bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

If, upon appeal, it is determined that the decision refusing withdrawal of the bid was arbitrary or capricious or in accordance with the Constitution of Virginia, applicable state law or regulation, the sole relief shall be withdrawal of the bid.

8.3. Determination of Non-Responsibility

8.3.1. As provided for in § 2.2-4359 of the Virginia Code any bidder who, despite being the apparent low bidder, is determined not to be a responsible bidder for a particular contract shall be notified in writing. Such notice shall state the basis for the determination, which shall be final unless legal action is taken within ten days by the bidder as provided in Section 8.8.1 of this Policy.

If, upon appeal, it is determined that the decision was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation for Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder or offeror is a responsible bidder for the contract in question or directed award as outlined in the Invitation for Bid. If it is determined that the decision was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation for Bid, and the award has been made, the relief shall be as set forth in Section 8.4 of this Policy. A bidder or offeror contesting a determination that he is not a responsible bidder or offeror for a particular contract shall proceed under this section, and may not protest the award or proposed award under Section 8.4 of this Policy.

Nothing contained in this section shall be construed to require the School Board, when procuring by the Competitive Negotiation method to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

8.4 Protest of Award or Decision to Award

8.4.1 Any bidder or offeror who desires to protest the award or decision to award of a contract shall submit such protest in writing to the Division Superintendent as defined in the Terms and Conditions of the IFB or RFP, as applicable, no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. No protest shall lie for a claim that the selected bidder or offeror is not a responsible bidder or offeror. The written protest shall include the basis for the protest and the relief sought. The Division Superintendent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within ten (10) days of the written decision by instituting legal action as provided in Section 8.8.3 of this Policy.

8.4.2. If prior to an award it is determined that the decision to award is arbitrary or capricious, then the sole relief shall be a finding to that effect. The proposed award shall be cancelled or revised to comply with the law. If, after an award, it is determined that an award of a contract was arbitrary or capricious, then the sole relief shall be as hereinafter provided. Where the award has been made but performance has not begun, the performance of the contract may be enjoined. Where the award has been made and performance has begun, the contract may be declared void upon a finding that this action is in the best interest of the public. Where a contract is declared void, the performing contractor shall be compensated for the cost of performance up to the time of such declaration. In no event shall the performing contractor be entitled to lost profits.

8.4.3. When it is determined, after a hearing held following reasonable notice to all bidders, that there is probable cause to believe that a decision to award was based on fraud or corruption or on an act in violation of Article 10 of this Policy, award of the contract to a particular bidder may be enjoined.

8.5. Effect of Appeal upon Contract

8.5.1. Pending final determination of a protest or appeal, the validity of a contract awarded and accepted in good faith in accordance with this Policy shall not be affected by the fact that a protest or appeal has been filed.

8.6. Stay of Award During Protest

8.6.1. An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest, no further action to award the contract will be taken unless there is a written determination that proceeding without delay is necessary to protect the public interest or unless the bid or offer would expire.

8.7. Contractual Disputes

Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claim shall not delay payment of amounts agreed due in the final payment.

A procedure for consideration of contractual claims shall be included in each contract. Such procedure, which may be incorporated into the contract by reference, shall establish a time limit for a final decision in writing by the Division Superintendent.

The decision of the Division Superintendent shall be final and conclusive unless the contractor initiates legal action as provided in § 2.2-4364 of the Virginia Code within six (6) months of the date of the final decision on a claim.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

A contractor may not institute legal action as provided in Section 8.8.5 of this Policy prior to receipt of the School Board's decision on the claim.

8.8. Legal Actions

- 8.8.1 A bidder or offeror, actual or prospective, who is refused permission or disqualified from participation in bidding or competitive negotiation, or who is determined not to be a responsible bidder or offeror for a particular contract, may bring an action in the Circuit Court of Fauquier County challenging that decision, which shall be reversed only if the petitioner establishes that the decision was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation for Bid, or in the case of pre-qualification denial, that such decision was not based upon the criteria for denial of pre-qualification set forth in subsection 6.1.2.
- 8.8.2 A bidder denied withdrawal of a bid under Section 8.2 of this Policy may bring an action in the Circuit Court of Fauquier County challenging that decision, which shall be reversed only if the bidder establishes that the decision was arbitrary or capricious, or not in accordance with the Constitution of Virginia, applicable state law or regulation or the terms and conditions of the Invitation for Bid.
- 8.8.3 A bidder, offeror or contractor may bring an action in the Circuit Court of Fauquier County challenging a proposed award or the award of a contract, which shall be reversed only if the petitioner establishes that the proposed award or the award is not an honest exercise of discretion, but rather is arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms and conditions of the Invitation for Bid or Request for Proposal.
- 8.8.4 If injunctive relief is granted, the court, upon request of the School Board, shall require the posting of reasonable security to protect the School Board.
- 8.8.5 Subject to procedures in Section 8 of this Policy, a contractor may bring an action involving a contract dispute with the School Board in the Circuit Court of Fauquier County.
- 8.8.6 Nothing herein shall be construed to prevent the School Board from instituting legal action against a contractor.

**9. Assistance to Small And Disadvantaged Businesses**

9.1. Small, Women-, Minority-, and Service Disabled Veteran-Owned Business Participation

- 9.1.1 The Procurement Department shall cooperate with state and federal agencies to facilitate the participation of small, women-, minority-, and service disabled veteran-owned businesses in the procurement transactions of the School Board. The School Board grants no preferences or set-asides to such businesses. The Procurement Division shall assist any such business in completing or understanding bids or proposals.

9.2. Discrimination Prohibited.

- 9.2.1 In the solicitation of awarding of contracts, the School Board shall not discriminate against any bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service disabled veteran or other basis prohibited by state or federal law relating to discrimination in employment.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

## 10. Ethics in Public Contracting

### 10.1. Purpose

10.1.1. The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to the following acts contained within the Virginia Code, 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 and 3 of Chapter 10 of Title 18.2 of the Virginia Code as amended. The provisions of this article apply notwithstanding the fact that the conduct described may not constitute a violation of the State and Local Government Conflict of Interests Act.

### 10.2. Definitions

10.2.1. The words defined in this section shall have the meanings set forth below throughout this policy section.

10.2.1.1. **"Immediate family"** shall mean spouse, children, parents, brothers and sisters, and any other person living in the same household as the employee.

10.2.1.2. **"Official responsibility"** shall mean administrative or operating authority, whether intermediate or final, to initiate, approve, and disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

10.2.1.3. **"Pecuniary interest arising from the procurement"** shall mean a personal interest as defined in the State and Local Government Conflict of Interests Act (§§ 2.2-3100 et seq.).

10.2.1.4. **"Procurement transaction"** shall mean all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

10.2.1.5. **"Employee"** shall mean any person employed by the School Board, including elected officials or appointed members of governing bodies.

### 10.3. Proscribed Participation by Employees in Procurement Transactions

10.3.1. No employee having official responsibility for a procurement transaction shall participate in that transaction of behalf of the public body, except as noted in §2.2-3112 of the Virginia Code, when the employee knows that:

10.3.1.1. The employee is contemporaneously employed by a bidder, offeror, or contractor involved in the procurement transaction; or

10.3.1.2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction, or owns or controls an interest of more than five percent; or

10.3.1.3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or

10.3.1.4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with the bidder, offeror or contractor.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

10.4. Solicitation or Acceptance of Gifts

10.4.1. No employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor 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 is exchanged. The School Board may recover the value of anything conveyed in violation of this section.

10.5. Disclosure of Subsequent Employment

10.5.1. No employee or former employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the School Board, unless the employee or former employee provides written notification to the School Board prior to commencement of employment by that bidder, offeror or contractor.

10.6. Gifts by Bidders, Offerors, Contractors or Subcontractors

10.6.1. No bidder, offeror, contractor or subcontractor shall confer upon any employee having official responsibility for a 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 is exchanged.

10.7. Kickbacks

10.7.1. No contractor or subcontractor shall demand or receive from any of his suppliers or subcontractors, as an inducement for the award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

No person shall demand or receive any payment, loan, subscription, advance, deposit or money services or anything of value in return for an agreement not to compete on a contract.

If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order, and ultimately borne by the School Board and will be recoverable from both the maker and the recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

10.8. Purchase of Building Materials, etc., from Architect or Engineer Prohibited

10.8.1. No building materials, supplies or equipment for any building or structure constructed by or for the School Board shall be sold by or purchased from any person employed as an independent contractor by the School Board to furnish architectural or engineering services, but not construction for such building or structure; or from any partnership, association, or corporation in which such architect or engineer has a personal interest as defined in § 2.2-3101 of the Virginia Code.

No building materials, supplies or equipment for any building or structure constructed by or for the School Board shall be sold by or purchased from any person which has provided or is currently providing design services specifying a sole source for such materials, supplies or equipment to be used in such building or structure to the independent contractor employed by the School Board to furnish architectural or

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

engineering services in which such person has a personal interest as defined in § 2.2-3101 of the Virginia Code.

The provisions of this section shall not apply in the case of an emergency.

10.9. Participation in Bid Preparation

10.9.1 No person who is compensated to prepare an Invitation for Bid or Request for Proposal for or on behalf of the School Board shall submit a bid or proposal for that procurement or any portion thereof, or, disclose to any bidder or offeror information concerning the procurement that is not available to the public. However, the School Board may permit such person to submit a bid or proposal for that procurement or any portion thereof if the School Board determines that the exclusion of the person would limit the number of potential qualified bidders or offerors in a manner prior to the best interests of the School Board.

10.10. Misrepresentations Prohibited

10.10.1. No employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry.

10.11. Certification of Compliance Required; Penalty for False Statements

10.11.1. The School Board requires employees having official responsibility for procurement transactions in which they participated to annually submit for such transactions, a written certification that they complied with the provisions of the Virginia Code.

10.11.2. Any employee required to submit a certification as provided in subsection (1) of this section that knowingly makes a false statement in such certification shall be punished as provided in Section 10.12. of this Policy.

10.12. Penalty for Violation.

10.12.1. Any person convicted of a willful violation of any provision of Section 10 of this policy shall be guilty of a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his/her employment.

**LEGAL REFERENCE:** Code of Virginia, 1950 as amended, §§ 2.2-4300 et seq., 22.1-68, 22.1-70, 22.1-92 (A), 22.1-296.1.

*Regulation and Forms Follow*

**ACCOMPANYING REGULATIONS/FORMS**

REGULATION 3-3.5(A)	PURCHASING REGULATION AND PROCEDURES
FORM 3-3.5(A) F1	3 BID FORM
FORM 3-3.5(A) F2	SOLE SOURCE JUSTIFICATION
FORM 3-3.5(A) F3	EMERGENCY PURCHASE
FORM 3-3.5(A) F4	PURCHASE ORDER

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

**REGULATION 3-3.5(A) PURCHASING**

**1. Purpose**

- 1.1. These procedures/regulations provide specific authority in support of the Procurement Policy, to ensure competition is sought to the maximum feasible degree for all purchasing activities. Procedures/regulations are not subject to Board approval; periodic changes will be made as necessary.

**2. Delegated Authority**

- 2.1. As permitted in 4.3. of the Procurement Policy, the Purchasing Agent, to facilitate ease of purchasing, shall delegate procurement authority to Using Departments to obtain telephone or written quotations from vendors up to the threshold established for formal sealed solicitations. Delegation of authority is confirmed each fiscal year, along with certification of compliance with the Procurement Policy, through the annual Authorized Signatories and Ethics Compliance form as needed during the fiscal year. No employee is authorized to make an award or issue an order to a vendor without the approval of the Purchasing Agent unless otherwise provided for in writing or within these regulations.

**3. Purchaser/Using Department Responsibilities**

- 3.1. Purchasers, defined as those with authority to purchase goods and services and also traditionally defined in the Policy as “Using Departments”, shall work closely with Procurement in developing their purchase requirements.
- 3.2. Using Departments shall comply with all Policy requirements, specifically Section 10., Ethics in Public Contracting, during all purchasing transactions.
- 3.3. Planning is critical in the procurement process. Using Departments shall prepare acceptable technical specifications that characteristically define the quality of goods or services needed to perform a specific function, and shall provide evidence of funding (i.e., appropriated budget code), at the time of solicitation development. Using Departments shall allow the necessary time for Procurement to obtain bids and for the vendor to deliver.
- 3.4. Using Departments shall keep any and all information not subject to the Freedom of Information Act confidential from vendors in order to protect the integrity of fair and open public competition. Employees may not release prices obtained during informal delegated bid processes to competing vendors which might then create an unfair bid advantage; however, informal bid results are open to public review after award of a contract or purchase order.
- 3.5. Using Departments shall strive to develop and maintain goodwill between the Fauquier County School Board (“School Board”) and its suppliers, based on a mutual understanding between the purchaser and the seller within the confines of applicable law and policy. Maintaining strong vendor relations includes:
  - 3.5.1. Giving all salespersons a full, fair, prompt, and courteous hearing.
  - 3.5.2. Keeping competition open.
  - 3.5.3. Keeping specifications accurate, clear and without bias for a specific product or service.
  - 3.5.4. Having and applying consistent buying policies and procedures.
  - 3.5.5. Observing strict truthfulness in all transactions and in correspondence.
  - 3.5.6. Respecting confidential information provided by any company or salesperson.
  - 3.5.7. Keeping free from any obligation to any vendor.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

3.6. Using Departments shall follow up and expedite all purchases as required, with the assistance of Procurement personnel if necessary. Using Departments shall notify Procurement in writing of any/all changes to purchase orders and contracts.

**4. Unauthorized Purchases**

4.1. Utilizing public funds for purchasing involves stringent oversight and three common areas of potential misuse are:

- *Confirming purchase orders issued after-the-fact, not in advance as required*
- *Employees signing contracts or agreements*
- *Accidentally or deliberately splitting purchases to avoid seeking competition*

Detailed explanations of these issues are provided below.

4.1.1. Funds Encumbered in Advance of Purchase: In accordance with Virginia Statute 15.2-1238: *Except in emergency, no order for delivery on a contract or open market order for supplies, materials, equipment or contractual services...shall be awarded until the chief financial officer shall have certified that the unencumbered balance in the appropriation concerned, in excess of all unpaid obligations, is sufficient to defray the cost of such order.* Certification is accomplished during the encumbrance process (or during the payment process for low-dollar purchases), requiring purchase orders in advance of receipt of goods or services as applicable by the dollar level of the purchase. Confirming or after-the-fact purchase orders are noncompliant with the Procurement Policy.

4.1.2. Employees Prohibited from Signing Contracts: In keeping with the authorities established in the Procurement Policy, only the current Chairman of the Fauquier County School Board, Superintendent of Schools or their specific designee, and the Purchasing Agent are authorized to legally bind the School Board into a contract. Employees are not authorized to sign or execute any contract or agreement between the School Board and a vendor unless the employee has specific advance written authorization/delegation from the Purchasing Agent. Contracts signed by an employee without advance written authorization are invalid.

4.1.3. Split Purchases: Splitting a purchase requirement to lower the individual portions of the purchase below the limits where a more restrictive level of bidding is required is prohibited. Furthermore, the Purchasing Agent may revoke delegated purchasing authority if splitting of orders is detected as a result of audit or procurement review.

4.2. Violation of the Purchasing Policy and/or Procedures/Regulations may result in disciplinary actions as appropriate to the level of the violation.

**5. Procurement Methods and Procedures**

The chart on the following page outlines requirements for competition and the procurement methods for each threshold. Methods are outlined in greater detail later in this section.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

Threshold	Method of Procurement
< \$ 5,000	<ul style="list-style-type: none"> <li>✓ Single verbal or written quote</li> <li>✓ Purchase order OR payment stamp</li> <li>✓ Delegated to Using Department/Purchaser</li> </ul>
≥\$ 5,000 – <\$ 25,000	<ul style="list-style-type: none"> <li>✓ Requires minimum of 3 verbal/phone quotes</li> <li>✓ Purchase order, 3-bid form attached</li> <li>✓ Delegated to Using Department/Purchaser</li> </ul>
≥\$ 25,000 – <\$ 50,000	<ul style="list-style-type: none"> <li>✓ Requires minimum of 4 written/faxed quotes</li> <li>✓ Purchase order, quotes attached</li> <li>✓ Delegated to Using Department/Purchaser</li> </ul>
≥ \$ 50,000	<ul style="list-style-type: none"> <li>✓ Requires formal sealed bid (IFB) or proposal (RFP)</li> <li>✓ Purchase order referencing contract number upon award</li> <li>✓ Formal IFB/RFP released by Procurement Division with cooperation and assistance of Using Dept.</li> </ul>
Sole Source ≥\$ 5,000	<ul style="list-style-type: none"> <li>✓ Requires Sole Source Justification form, with backup documentation if applicable</li> <li>✓ Using Department completes form; Purchasing Agent signature/approval required</li> <li>✓ Publicly posted for purchases ≥ \$50,000</li> </ul>
Emergency ≥\$ 5,000	<ul style="list-style-type: none"> <li>✓ Requires Emergency Justification form</li> <li>✓ Using Department completes form; Purchasing Agent signature/approval required</li> <li>✓ Publicly posted for purchases ≥\$50,000</li> </ul>
Any dollar value, Contract Purchases	<ul style="list-style-type: none"> <li>✓ No quote required unless a condition of the contract; valid contract number or reference must be on purchase order</li> <li>✓ Contracts other than those generated by the Procurement Division require advance approval by the Purchasing Agent</li> </ul>
Exceptions	Exceptions to competitive procurement requirements are outlined in detail in Section VI, G of the Policy

5.1. < \$5,000, Payment Stamp or Purchase Order Method

5.1.1. Purchases for up to \$5,000 that are not through an acceptable-use contract may be ordered by obtaining only one quote although seeking the most competitive price is always encouraged to maximize the use of the current year’s budget funds. (Note: most contracts mandate the use of a purchase order as the method of ordering within the contract terms) Using Departments may utilize a purchase order for expenditures at this level or use the payment stamp method. If a purchase order is utilized, funds are encumbered by the Procurement Division and the numbered purchase order is faxed to the vendor, confirming the order items, quantities, unit pricing, delivery, payment terms and billing/shipping information. If the payment stamp method is utilized, responsibility for all the underlined information above rests solely with the Using Department/Purchaser. Procurement faxes all purchase orders, with the exception of blanket purchase orders, unless otherwise instructed. Purchase orders are never “phoned-in” to a vendor as this is not a secure, confirmed method.

5.1.1.1. Payment Stamp Method: Payment stamps are provided by the Procurement Division, signed out by the Using Department, and applied directly to the invoice for payment. Payment stamps may only be utilized by those persons designated with payment authority on the annually required Authorized Signatories and Ethics Compliance form. Purchasers are cautioned in using this method as it does not convey any order information or ensure any order compliance. The payment stamp method should not be used for any service purchases due to the required insurance and no-crimes against children certifications.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

- 5.1.1.2. Purchase Order Method: Purchase order forms are provided to all Using Departments by the Procurement Division, via courier upon your request. Purchase orders are most legible when typed or printed on the computer, which is the preferred method of preparation. Purchase orders must have the following elements completed in order for quick, smooth processing to occur:
- 5.1.1.2.1. “Blanket Purchase Order” or “Blanket Purchase Agreement” at center top if applicable (see Types of Purchase Orders).
  - 5.1.1.2.2. Vendor name, address, phone and fax.
  - 5.1.1.2.3. Bill-To (originating Using Department) name and full address, contact person if applicable.
  - 5.1.1.2.4. Ship-To can note “same as above” or should note full name, address and contact person.
  - 5.1.1.2.5. Originator phone, fax and vendor number (vendor numbers are assigned by Accts. Payable).
  - 5.1.1.2.6. Issue date: the date the purchase order is typed.
  - 5.1.1.2.7. Date required: the date the Using Department desires to receive the goods/services; can say “see below” for more detail within the PO or, “FY XXXX“, if valid for entire fiscal year.
  - 5.1.1.2.8. Payment terms: standard School Board payment terms are Net 45; contracts may have payment terms of Net 30, so be aware of your method of purchase when completing this field.
  - 5.1.1.2.9. F.O.B.: Freight on Board indicates responsibility for freight.  
 FOB Destination prepaid (preferred method): vendor is responsible for shipment until it reaches your door; freight is charged on your invoice if applicable.  
 FOB Origin prepaid (not the preferred method): Using Department is responsible for shipment until it arrives; freight is charged on the invoice if applicable.  
 Freight “collect” in place of “prepaid”: freight is paid upon delivery.
  - 5.1.1.2.10. Contract No.: the valid contract number, if a contract purchase, is inserted here or this can indicate “Exempt per---“, “3 or 4 Bid”, or “Sole Source” as the method of purchase.
  - 5.1.1.2.11. No purchase order is acceptable with “SEE ATTACHED” only, listed in the body of the purchase order. A general idea of the goods/services must be listed on the purchase order (example: “Instructional supplies per attached”). Additional notes regarding delivery terms or pertinent information, including quantities, items, unit pricing and/or not-to-exceed pricing is often included in the body of the purchase order.
  - 5.1.1.2.12. Budget Codes/Amount: a valid budget code appropriate to the type of purchase made and the dollar amount of the purchase is required to encumber funds.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

5.1.1.2.13. Originator/Authorized Signature: purchase order must be signed by an authorized individual, only on the Originator line, to be processed by the Procurement Division.

*Purchasers may view a sample purchase order referencing each number in this section in the Appendix.*

- 5.1.2. **Types of Purchase Orders:** Using Departments may utilize a variety of purchase order formats depending on the type of goods and/or services being procured. Examples of the types of purchase orders frequently utilized are provided for Using Department review and information.
- 5.1.2.1. **Standard Goods/Service Purchase Order:** used for a one-time purchase of goods and/or services. Purchase order shall indicate a detailed list of goods and services or a general description, if a copy of the order form is attached. Purchasers will close out the purchase order upon receipt of the shipment and a correct, accurate invoice.
- 5.1.2.2. **Blanket Purchase Order:** used for contract purchases, only. Purchase order dollar value has no limit as noted in the Threshold Chart. For clarity, Purchasers should indicate both the PO term (how long PO is valid for) and contract term in the body of the contract; if the contract expires within the PO term, Purchasers should indicate if renewals are available - for example: *Contract term: 2/1/12 – 1/31/13 w/renewals*. If no renewals remain on a contract, the purchase order term cannot exceed the contract term. If the purchase order is for the 2<sup>nd</sup> year of a 5-year rental/lease contract, indicate the lease or rental term within the purchase order- for example: *Lease/rental term: 2/1/12 – 1/31/13, year 3 of 5*. If the Using Department has delegated order placement/pickup authority to personnel other than those listed in the Authorized Signatories and Ethics Compliance form, those names should appear in the body of the purchase order. Purchasers can indicate a not-to-exceed dollar value based on their annual requirement estimates or past year’s contract purchasing experience. Purchasers may utilize multiple budget codes on a blanket purchase order but must ensure the breakdown by budget code equals the total not-to-exceed value.
- 5.1.2.3. **Blanket Purchase Agreement:** used for non-contract, convenience purchases. The voucher-stamp method will replace the use of this format in the future, but Purchasers may utilize a blanket purchase agreement for low-dollar purchases that do not exceed the threshold for competition within a given fiscal year period. Purchase order term is required but no contract term, as this is for off-contract purchases. The blanket purchase agreement offers a one-time encumbrance process to secure the purchase order for repetitive small purchases and payments throughout the fiscal year. A not-to-exceed dollar value is noted on the purchase order and the Purchaser may utilize multiple budget codes as noted above.
- 5.1.2.4. **Project Award Purchase Order:** used as the Notice of Award/Notice to Proceed for small-dollar, informal projects, Purchasers may indicate this by typing specific information within the body of the purchase order- for example: *This purchase order represents Notice of Award and Notice to Proceed; the Contractor shall complete this project within 30 days as noted in their bid response.* The Procurement Division will provide the required language for this type of purchase order if requested.
- 5.1.3. The Procurement Division strives to process compliant purchase orders with all required documentation and elements included/completed within three (3) days of receipt. Procurement will work with Purchasers to quickly process exceptional purchasing requirements as needs arise, although proper planning should prevent this from occurring with any frequency.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

5.2. >\$5,000 - <\$25,000 3-Quote Method

5.2.1. Purchases of \$5,000 but less than \$25,000 require competitive pricing in the form of a minimum of quotes from at least three qualified sources.

5.2.2. Process: The Using Department must prepare a written specification of the goods and/or services required, to ensure all bidders have the same information. Purchasers must strive for specifications that are generic or that specify “brand name or equal” so as not to favor one vendor or manufacturer. Purchasers should inform the vendor that they may offer an equivalent if they are requesting quotes on a brand-name basis.

The Using Department can then contact three qualified sources that are authorized to provide the specific goods/services for the unit price or discount off the list price, within a reasonably stated delivery time and shall provide any other factors required to determine the lowest responsive (request completed and returned within the required timeframe), responsible (fully capable of providing the good/service) source.

Purchasers shall complete the Three-Bid form (see Appendix) as evidence of this method and attach it to the purchase order for ease of review and processing. Purchasers shall use the term “3-bid” in the contract section of the purchase order to indicate the method of procurement.

Any quotation for the provision of services taking place on School Board property must also include requirements for insurance and, certification of no crimes against children before any contractor is permitted on-site. Please contact the Procurement Division for the appropriate forms for these required elements.

5.2.3. Tips to Purchasers:

5.2.3.1. Obtaining a quote from an internet website or catalog received in the mail, while appearing compliant with the three-quote method, is not the ideal way to ensure competitive pricing. Contacting the vendor directly and indicating that you are seeking their most competitive price as part of an open-market bid process is the recommended approach. A no-bid is not considered valid as one of the three required quotes.

5.2.3.2. Quotations are normally only valid for a short period of time; be sure to issue your purchase order within the required timeframe or obtain an updated quotation if the one in hand has expired.

5.2.3.3. If the Using Department anticipates placing multiple orders during a fiscal year or specific time period against a three-bid method, they must clearly communicate this in their original specification and request so all bidders are aware of how long their quoted prices must remain valid- for example: “*Bidders shall provide pricing that can remain valid from 7/1/12 – 6/30/13*”. State the length of time your three-bid method is valid for on your three-bid form that backs up your purchase order.

5.2.3.4. Bidding in the public sector prohibits the Purchaser from manipulating one bidder against another. Using Departments are advised not to reveal one source’s pricing to another during the open-market-bid process. Once a purchase order is processed, however, all pricing becomes public information and Purchasers may share the three-bid form with bidders to encourage more competitive bidding in the future.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

5.3. >\$25,000 - <\$50,000 4-Written Quote Method

- 5.3.1. Purchase of goods and/or services valued from \$25,000 to under \$50,000 require competitive pricing in the form of written quotes from at least four qualified sources.
- 5.3.2. Process: To insure that comparable responses are received, the Using Department must prepare a written specification for the item(s) or service(s) required. The Using Department/Purchaser may then request competitive bids on vendor letterhead or through a readily identifiable business e-mail response. As noted in 5.2 above, Purchasers must strive for specifications that are generic or that specify “brand name or equal” so as not to favor one vendor or manufacturer. Purchasers should inform the vendor that they may offer an equivalent if they are requesting quotes on a brand-name basis.

The Using Department shall then contact a minimum of four qualified sources that are authorized to provide the specific goods/services for the unit price or discount off a the list price, within a reasonably stated delivery time, and shall provide any other factors required to determine the lowest responsive (request completed and returned within the required timeframe), responsible (fully capable of providing the good/service) source. Purchasers must provide all four (4) written quotations with the resulting purchase order to verify use of this method and shall use the term “4 quotes” in the contract section of the purchase order to indicate the method of procurement.

Any quotation for the provision of services taking place on School Board property must also include requirements for insurance and certification of no crimes against children before any contractor is permitted on-site. Please contact the Procurement Division for the appropriate forms for these required elements.

*Construction Through “Under \$50,000” Program* – Using Departments shall forward specifications for small construction projects valued at ≤\$50,000 to the Procurement Division in order to utilize existing pre-qualified, but not contracted, service companies for projects within that estimated value range. The Procurement Division will work with the Using Department on their specifications, release of the informal bid document, and coordinate the mandatory on-site, pre-bid meeting. The Using Department will issue the purchase order representing the Notice of Award under the guidance of Procurement personnel.

5.3.3. Tips to Purchasers:

- 5.3.3.1. Obtaining a written quote via an internet website is not competitive pricing; contact the vendor directly to seek their most competitive price as part of a written-quote, open-market bid process. No-bid responses do not count as a valid quotation.
- 5.3.3.2. Quotations are normally only valid for a short period of time; be sure to issue your purchase order within the quotation timeframe to honor that quotation or, obtain an updated quotation. Hard copy quotations are required with the purchase order.
- 5.3.3.3. If the Using Department anticipates placing multiple orders during a fiscal year or specific time period against a four-quote method, clearly communicate this in the original specification and request so all bidders are aware of how long their quoted prices must remain valid- for example: “*Bidders shall provide pricing that can remain valid from 7/1/12 – 6/30/13*”. Indicate the quotation validity length on the purchase order or associated backup.
- 5.3.3.4. Bidding in the public sector prohibits the Purchaser from manipulating one bidder against another; Using Departments are advised not to reveal one source’s pricing to another during the open-market-bid process but shall share this information if requested after award.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

5.4. >\$50,000+ Sealed Bid or Proposal Method

5.4.1. Purchases  $\geq$ \$50,000 require the release of a competitive Invitation for Bid (IFB) or competitive negotiation through the release of a Request for Proposal (RFP) by the Procurement Division under the direction and assistance of the Using Department/Purchaser.

5.4.2. Competitive Sealed Bidding

5.4.2.1. The condition for use of the competitive sealed bid method through issuance of an IFB is outlined in the Procurement Policy section 6.1.22. The assistance and guidance of the Using Department is a critical component of a successful competitive bid process.

5.4.2.1.1. IFB Development: The Using Department shall provide the Procurement Division with a Scope of Work including detailed specifications of the goods/services, delivery expectations or requirements, performance standards, quantities for a one-time or annual estimate purchase, method of pricing, desired length of the resulting contract, expectation of one or multiple contract awards, an indication of who the contract administrator is, and all details pertinent to a strong resulting contract. Procurement Division staff will work closely with the Using Department to ensure the release of the most comprehensive, complete IFB possible; and the Using Department must validate the IFB as acceptable prior to release. The Procurement Division will utilize its Bidder's List Database along with past requests for IFB's of similar size and scope and the Using Department's recommendations to compile the list of potential bidders to receive this solicitation. The Using Department shall verify that sufficient budgeted funds exist for award prior to release of any IFB. Timeline for development of an IFB is dependent upon the complexity of the project or purchase.

5.4.2.1.2. IFB Release: All IFB's are posted on the Procurement website in addition to their release to potential bidders. Any questions posed relative to the IFB must come to the Procurement staff member designated within the IFB. Procurement personnel will oversee a pre-bid conference, if required, with a Using Department representative in attendance. Procurement personnel, after consulting with the Using Department, will issue an addendum with any change made to the IFB to all bidders of record and post all addenda on the Procurement website. As noted in the Policy, IFB's must be publicly posted no less than ten (10) days prior to the IFB due date. The Procurement Division will open IFB's publicly at the Procurement Division office, prepare a bid tabulation form, forward the form and bids received to the Using Department after the bid opening, and post the bid tabulation on the Procurement website.

5.4.2.1.3. IFB Evaluation and Award: The Using Department shall evaluate all bids received on the basis established within the IFB. The Procurement Division will work with the Using Department to assist during the bid evaluation by securing samples, calling references, scheduling demonstrations or site visits or conducting any activity that verifies the responsibility of the bidders. If Board approval is required, the Procurement Division will assist in any resolution preparation if requested. The Procurement Division will issue and publicly post the Notice of Intent or Award upon receipt of the final bid award approval from the Using Department.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

5.4.2.1.4. *IFB Post-Award:* The Procurement Division will issue a two-party contract encompassing the original IFB, addenda, and contractor’s bid response, and will secure any required bonds or insurance certificates. The Procurement Division will post contract information on its website and assist the Using Department during the life of the resulting contract as further outlined in the Contract Administration section of these regulations.

5.4.3 Competitive Negotiation

5.4.3.1. Per Policy section 6.2., a written determination, prepared by the Procurement Division in advance, that competitive sealed bidding is either not practicable or fiscally advantageous is required by law to utilize the competitive negotiation process. The Procurement Division shall keep this determination with the RFP file to document the basis for this procurement method. Using Departments/Purchasers play an integral role in the competitive negotiation process.

5.4.3.1.1. *RFP Development:* The Using Department shall provide the Procurement Division with a detailed Statement of Needs including a description of the desired goods/services, specific tasks and associated deliverables or results, School Board and Offeror responsibilities, delivery and performance expectations. Background information is required to educate Offerors on the history or development of the project and often contains pertinent statistical or historical information. Procurement will work closely with the Using Department to develop, from the initial Statement of Needs, the specific proposal requirements and evaluation criteria. The Using Department shall determine, with Procurement guidance, the evaluation committee members, contract administrator(s), desired contract term and proposed pricing structure. The Using Department must validate the RFP as acceptable prior to release. The Procurement Division will utilize its Bidder’s List Database in addition to past requests for RFP’s of similar size and scope and the Using Department’s recommendations to compile the list of potential Offerors. The Using Department shall verify that sufficient budgeted funds exist for award prior to release of the RFP. Timeline for development of the RFP is dependent on the complexity of the RFP, and may be affected by any third-party assistance from consultants or professional firms.

5.4.3.1.2. *RFP Release:* As required by Policy, Procurement shall advertise the RFP in a newspaper of local circulation and post it on the website no less than ten (10) days prior to the RFP due date. Any questions posed relative to the RFP must come to the Procurement staff member designated within the RFP. Procurement personnel will oversee a pre-proposal conference, if required, with the Using Department in attendance. Procurement personnel, after consulting with the Using Department, will issue an addendum with any change made to the RFP to all Offerors of record and post all addenda on the Procurement website. The Procurement Division will distribute information outlining the basic review process and member responsibilities to all evaluation committee members requiring review and response prior to the RFP opening date. Procurement may open RFP’s publicly but only the name of the Offeror is read aloud.

5.4.3.1.3. *RFP Evaluation and Award:* Procurement will distribute proposal copies to the evaluation committee members only, with evaluation forms using the criteria contained in the original RFP and weights determined by the Using Department, and instructions on how to proceed. The Procurement Division

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

will work closely with the committee during their independent initial evaluation, and will rank the Offerors based on the committee’s completed evaluation forms. Procurement will schedule interviews, site visits and/or demonstrations based on committee feedback and request, and will oversee negotiations with top-ranked Offeror(s) with the committee. The Procurement Division will issue and publicly post the Notice of Intent to Award or Notice of Award upon receipt of the final proposal award approval from the evaluation committee.

5.4.3.1.4. *RFP Post-Award:* The Procurement Division will issue a two-party contract encompassing the original RFP, addenda, and Offeror’s proposal response, and will secure any required information, bonds or insurance certificates. The Procurement Division will hold Offeror debriefings if requested, post contract information on its website and assist the Using Department during the life of the resulting contract as further outlined in the Contract Administration section of these regulations.

5.5 >\$5,000 Sole Source

5.5.1. Occasionally, after conducting a good faith review of available sources, there is only one source practicably available for the required good or services; this is considered a sole source purchase.

5.5.2. Process: Using Departments must justify this exemption from the preferred competitive process through the use of the Sole Source Justification form, which the Purchasing Agent reviews and approves prior to issuance of the purchase order. Each fiscal year must have a new sole source justification to verify that it is still truly a sole source purchase. The exception to this rule is if an agreement or quote proposes multiple fiscal years pricing as part of the agreement. The steps for Purchasers to complete the sole source form are as follows:

5.5.2.1. Determine if this is a one-time sole source purchase within the current fiscal year or if other purchases will be made within the fiscal year. If multiple purchase orders may occur within a fiscal year, an Extended Sole Source (ESS) is appropriate, noting the estimated not-to-exceed dollar expenditure for the entire fiscal year. In the event an ESS is proposed, Purchasers may refer to “ESS DTD --- (the date the ESS was approved by Procurement)” in the contract section of the purchase order and no additional paperwork is required, as the Procurement Division will maintain a copy of the original ESS.

5.5.2.2. Provide the vendor name, address, phone, fax, brief description of goods/services, budget code and estimated expenditure amount.

5.5.2.3. Check the applicable sole source justification on the form, providing the required documentation as indicated on the form. This usually requires Purchasers to contact the manufacturer for legitimate, verifiable proof in the form of documentation on the manufacturer’s letterhead. Additional justification from the Using Department is required for every sole source option, explaining how and why this particular good/service was selected.

5.5.2.4. Provide the name of the Using Department and the signature of the appropriately authorized individual for that department.

5.5.2.5. The completed Sole Source Justification form (see Appendix) and associated backup is attached to the purchase order and sent to the Procurement Division for review, approval and processing. The Procurement Division must publicly post, both on its bulletin board and on the

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

Procurement website, sole source purchases at or in excess of \$50,000 on the day the authorization is given.

5.5.3. Tips to Purchasers:

- 5.5.3.1. Sole source purchases can still be negotiated but negotiation power is reduced by restricting the purchase to only one source; consult the Procurement Division if assistance is needed in making that determination.
- 5.5.3.2. Because publicly posted sole sources are subject to protest, the Procurement Division stringently reviews all documentation and justification provided from the Using Department.
- 5.5.3.3. Verifying sole sources each fiscal year may alert the Using Department to changes in company names through acquisition and the potential release of proprietary rights resulting in a more competitive bidding, not sole source environment.

5.6 >\$5,000 Emergency

- 5.6.1. An emergency may arise to protect personal safety, life or property (i.e., an unforeseen occurrence of a serious, urgent and threatening nature that demands immediate action to avoid termination of essential services or a dangerous condition). Emergency purchases are intended to provide an interim solution to a situation until proper procedures can be followed.
- 5.6.2. Process: In emergency cases, a Purchase Order or contract may be awarded by the Procurement Division with as much competition as practicable under the circumstances or through delegated authority by the Using Department. Unless the nature of the emergency prevents this, Purchasers should always seek competition or the use of an existing contract.
  - 5.6.2.1. Because an emergency can occur during non-working hours when the Procurement Division and/or parts suppliers are closed, Using Department(s) may utilize emergency operating procedures (i.e., shutdown, bypass, or alternative methods, etc.) to provide a temporary solution to the situation until suppliers and/or Procurement become available. When this occurs, the Using Department must provide written justification that explains the emergency, steps taken to ensure a fair and reasonable price, and the criteria or rationale for selecting the vendor used in the emergency. The person authorized to procure goods and services within the Using Department must sign this Emergency Justification form. If the emergency occurs during non-working hours, the authorized Purchaser must provide the completed emergency justification form to the Procurement Division on the next working day.
  - 5.6.2.2. Using Departments shall attach the completed Emergency Justification form (see Appendix) to the purchase order and sent to the Procurement Division for review, approval and processing. The Procurement Division must publicly post, both on its bulletin board and on the Procurement website, emergency purchases  $\geq$ \$50,000 on the day the authorization is given.
- 5.6.3. Tips to Purchasers:
  - 5.6.3.1. Knowledge of existing contract sources may greatly assist any Purchaser during an emergency situation; many of the contract sources are posted on the Procurement website.
  - 5.6.3.2. The Procurement Division stringently reviews all documentation and justification provided from the Using Department, as publicly posted emergencies are subject to public scrutiny.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

5.6.3.3. We are all reminded of this saying: “*Failure to plan on your part does not constitute an emergency...*” Purchasers shall use the emergency justification/purchase method only in instances of true emergency.

5.7 Contract Purchases of Any Dollar Value

5.7.1. Purchases made from existing, approved contract sources that satisfy the intent of the Policy can save a Using Department time, money and resources and are a valuable, often unlimited purchasing method.

5.7.2. Process: School Board Contracts: The Procurement Division, in conjunction with the Using Department, may competitively secure contracts for use by the School Board after successfully using one of the competitive methods outlined herein. Consolidating and standardizing similar quality requirements resulting in more favorable prices through volume procurement, reduction in procurement lead time and administrative efforts, and receipt of consistent quality and service levels are all benefits of the contract process. Most contracts include costs like shipping and handling within the unit cost or contract rates, and most do not require any minimum/maximum purchase amount, increasing the purchasing power of the Using Department.

Given the extent of competition and effort expended by both the Using Department and Procurement to provide competitive contract sources, all Purchasers should use those contract sources as the preferred method of purchase for that good/service. However, the Purchasing Agent may approve exceptions to these contract sources on a case-by-case basis when Using Department requirements differ and/or cannot be satisfied through an existing contract.

5.7.3 Cooperative Use Contracts other than the School Board: Section 2.2-4304 of the Virginia Code permits use of contracts awarded by others as long as the appropriate cooperative language is included in the original solicitation. The following steps are required to validate use of a cooperative contract:

5.7.3.1. The Procurement Division, on behalf of the Using Department or interested Purchaser, reviews the entire contract, including the original solicitation to verify that the contract was competitively procured, contains the required cooperative language, has terms the School Board can legally agree to, and closely matches the scope of work or item the Purchaser intends to obtain.

5.7.3.2. Awarded contractor(s) are contacted to verify that they will extend the contract to the School Board; if a quote is required as a condition of the contract, the quote is obtained and reviewed.

5.7.3.3. If required or advisable, the Procurement Division issues a two-party contract incorporating the cooperative contract and the School Board insurance or specific requirements within the realm of the contract scope of work. Also if required, the Procurement Division may ask for the School Board’s legal counsel’s review and approval.

5.7.3.4. If the cooperative contract requires the School Board to sign up or register with a cooperative group, careful attention is given to the requirements of such registration prior to proceeding, including legal review if advisable. As an example, the School Board currently utilizes cooperative membership with the Metropolitan-Washington Council of Governments, U.S. Communities, and the National Joint Purchasing Alliance.

5.7.3.5. Purchasers can only utilize approved cooperative contracts while they are still valid, applicable, and still have contract terms remaining; purchasers must also agree to the payment and all other terms of the cooperative contract and note unique terms (example: Net 30 payment versus standard School Board Net 45), in addition to clearly noting the cooperative contract number, on contract purchase orders.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

5.8 Post-Award Activity: Contract Administration

5.8.1. Contract administration begins after award of the contract or issuance of the purchase order, and includes all actions taken by School Board or, the Procurement Division at the direction and request of the Purchaser/Using Department.

5.8.1.1. Formal Contract Administration - Procurement, with the agreement of the Using Department during the IFB/RFP development phase, may name specific Purchaser(s) (by position, not given name) as a contract administrator(s) within the solicitation documents. This contract administration clause outlines the duties and authority of the contract administrator, which include interpretation of the contract, judgment of contract performance and determination of the amount, quantity, acceptability and fitness of all aspects of contract work. Any modification of the contract is not official unless and until authorized by the Purchasing Agent in writing. The Procurement Division is a ready source of guidance for contract interpretation questions.

5.8.1.1.1. Contract Changes: Upon receipt of verification of budget funds and a change request, the Procurement Division will initiate in writing, official changes, additions, deletions and adjustments to contracts at the direction and request of the Using Department. Changes or modifications are not official until they are fully executed by both contract parties. Issuing contract changes through the Procurement Division in writing insures the contract and project files are consistently up to date with requirements and use in the field.

5.8.1.1.2. Contract Problems or Disputes: If a contract administrator determines that the awarded contractor is not providing goods or services according to contract terms, the contract administrator shall take the following steps, depending on the nature and severity of the problem or dispute:

5.8.1.1.2.1. Verbally discuss the problem, referencing specific sections of the contract/original bid/proposal document to confirm the contractual requirement, and request resolution within a specified timeframe. Document the date, time and contact information in your contract or project file. Send this information to the Procurement Division for the contract file.

5.8.1.1.2.2. If performance does not improve within the specified timeframe, notify the contractor in writing clearly defining the problem, the contract obligations, and the expected resolution, and documenting this correspondence in your files. Send this information to the Procurement Division for the contract file.

5.8.1.1.2.3. If the problem still persists, contact the Procurement Division and relay all steps taken to date, using your documentation to provide timelines and details. Request a Notice to Cure letter in which the contractor is clearly informed of the issue, the expected resolution and the repercussions of non-performance which may include termination of the contract for cause and/or re-procurement costs.

*Note: Consistent, clear communication between the parties is the key to any good working relationship.*

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

5.8.1.1.3. Contract Renewals: The Procurement Division will seek feedback and permission to renew, or direction to either not renew or rebid, from the Using Department prior to the expiration of the current contract term. Feedback and permission is in the form of a Renewal Questionnaire the Using Department or contract administrator must complete, scoring performance, and return to Procurement before any renewal notice is sent. Contractors often have options to adjust pricing at the time of renewal; if price adjustments are requested in accordance with the contract terms, Procurement will relay this request to the Using Department and await permission to adjust the pricing with the renewal. No renewal is completed without the permission and feedback of the contract administrator or Using Department, so the completion and return of the Renewal Questionnaire is important. Once a fully executed contract renewal or, renewal- modification (if changes were requested and authorized) is on file, Procurement will update the contract on its website, updating any attachments to that listing, and notify the Using Department or contract administrator.

5.8.1.2. Informal Contract Administration/Changes to Purchase Orders - Purchase Orders, which represent a less formal method of contract, may require changes or cancellations after the original is sent to the vendor for any number of valid reasons. Any change that affects the unit pricing or total amount of the purchase order, or the vendor number, requires an edit within the School Board financial system. Purchasers are advised to seriously question any pricing change to a contract or informal bid method purchase, as pricing should be according to the contract. Using Departments must request edits in writing, and e-mail is an excellent method to accomplish this request. E-mail edit requests must include the following information to ensure a thorough and proper edit:

- 5.8.1.2.1. Purchase order number and vendor name
- 5.8.1.2.2. Exact amount by which the purchase order is to be increased/decreased (specify)
- 5.8.1.2.3. Budget code associated with the increase/decrease
- 5.8.1.2.4. Brief explanation of why the increase/decrease is required
- 5.8.1.2.5. Please note that requests to increase any purchase order are also subject to the availability of available, unencumbered budgeted funds within the increased budget code.
- 5.8.1.2.6. Document edits or changes on the pink copy of the purchase order to facilitate payments. The Procurement Division will not fax any edited purchase order to the vendor unless specifically requested to do so by the Using Department. Follow up on delivery of any goods/services is the responsibility of the Using Department, as part of its delegated authority.

5.8.2. Inspection and Acceptance: Inspection of goods or services is the responsibility of the Using Department or recipient and requires knowledge of the good/service ordered, contract specifications and delivery terms. Acceptance of goods or services usually occurs at the time of delivery and inspection. Using Departments must take care to thoroughly inspect goods and services prior to accepting them and processing payment, so that any dispute or damage claims can occur in a prompt manner. If a good or service is rejected by the Using Department or contract administrator, it is their responsibility to notify the contractor/vendor, provide the reasons for the rejection, and request the proper corrective action, documenting this activity as

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

part of their purchase order file. Rejection of deliveries that are not the fault of the contractor/vendor may result in a restocking or additional delivery charge. Purchasers should consider these charges before making such rejections.

5.8.3. *Payment:* Standard School Board payment terms are Net 45 days after receipt of accurate invoice; many cooperative contracts require Net 30 payment terms. Verification of invoices against the original purchase order, or with use of the voucher payment stamp, is the responsibility of the Using Department/Purchaser. The pink purchase order copy is used for payments. If the order is received and paid in full in one action, send the completed pink purchase order with the invoice. Partial payments or blanket purchase order payments require a copy of the pink purchase order releasing just that invoice against the entire purchase order, so that a balance remains open.

5.8.4. *Cancellation:* Using Departments may cancel a purchase order but must notify the contractor/vendor in writing, and notify Accounts Payable to close the purchase order so funds are officially disencumbered. Purchasers should realize that if work has already commenced on the good/service ordered, the contractor/vendor may charge the Using Department.

## 6. Procurement Assistance

6.1. The Procurement Division will assist any Purchaser or Using Department in any facet of the public purchasing process. We invite you to visit the Procurement website and save it on your Favorites Toolbar for future reference:

<http://www.fauquiercounty.gov/government/departments/procurement/>

6.2. Procurement workload is allocated to staff by commodity; a copy of the current commodity assignments to Procurement personnel is available on the Procurement website. The Procurement Division is a long-standing member of the National Institute of Governmental Purchasing (NIGP) and the Virginia Association of Governmental Purchasing (VAGP), both outstanding network and purchasing resources.

6.3. Procurement staff routinely reviews contracts and agreements on behalf of the School Board as a preliminary measure prior to any legal review, to determine what may be rejected or will require correction before a contract is acceptable as to legal form.

6.4. Consider contacting the Procurement Division for additional assistance if the Purchaser:

6.4.1. Is unsure how to proceed in determining specifications for a good/service.

6.4.2. Needs assistance in researching cooperative contracts for any good/service through other public entities in Virginia or for Procurement to issue a VAGP member inquiry.

6.4.3. Requires assistance resolving contract questions or invoice discrepancies after attempting initial resolution.

6.4.4. Is a contract administrator and is not quite sure if they or the contractor may currently be in breach of contract.

6.4.5. Would like to add something to an existing contract and is not sure how to proceed.

6.4.6. Would like assistance in an informal bidding process or due to trouble finding enough vendors to satisfy the informal purchasing requirement.

6.4.7. Is being asked to sign or agree to something that doesn't feel quite right.

6.4.8. Is aware of a vendor that is interested in doing business with Fauquier.

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

- 6.4.9. Would like training on public purchasing, issuing purchase orders, using contracts, or any facet of the public purchasing process.

*Forms Follow*

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13, 10/12/15
<b>PURCHASING</b>	

**Appendix: Procurement Forms**

*Revised 1-14-05*

**3 BID FORM**

1. This form must be used for items estimated to cost \$5,000 but less than \$25,000; for orders over \$25,000 written quotes must be attached.
2. A minimum of three (3) quotations must be received by telephone. For orders over \$25,000, four (4) written quotes must be attached; use an additional form if summarizing.
3. The bid form and any associated backup (i.e., faxed or written quote) must be retained by the originator for audit purposes.
4. The total purchase cost of the goods shall include the materials, equipment, supplies, shipping and handling.

EMPLOYEE SOLICITING BID:

DATE:

DEPARTMENT:

**SPECIFICATIONS/SCOPE OF WORK:** Read specifications to each vendor from the complete, clearly worded scope of work as described below:

Vendor No. 1 V/N:	Vendor No. 2 V/N:	Vendor No. 3 V/N:
Firm:	Firm:	Firm:
Contact:	Contact:	Contact:
Address:	Address:	Address:
Telephone:	Telephone:	Telephone:
Fax:	Fax:	Fax:
Make/Model & Quantity:	Make/Model & Quantity:	Make/Model & Quantity:
Unit Price: \$	Unit Price: \$	Unit Price: \$
Freight/Shipping Charge: \$	Freight/Shipping Charge: \$	Freight/Shipping Charge: \$
Bid Total: \$	Bid Total: \$	Bid Total: \$

Delivery time:

Vendor Number Request Form Attached? No

**No order may be placed with any vendor until Purchase Order number is assigned and funds encumbered.**

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13
<b>PURCHASING</b>	

**SOLE SOURCE JUSTIFICATION FORM**

**One-time sole source:**

**Extended sole source for time period:**

**VENDOR:** *Complete these sections*

**ADDRESS, PHONE & FAX:**

**BRIEF DESCRIPTION OF GOODS/SERVICES:**

**BUDGET CODE:**

**ESTIMATED ANNUAL EXPENDITURE FOR THE ABOVE COMMODITY OR SERVICE: \$** \_\_\_\_\_

CHECK THE APPLICABLE JUSTIFICATION AS NOTED BELOW, COMPLETING THE REQUIRED JUSTIFICATION IN THE TEXT BOX IF REQUIRED. FAILURE TO PROVIDE REQUIRED JUSTIFICATION WILL RESULT IN REJECTION OF THE SOLE SOURCE REQUEST.

1. \_\_\_\_\_ SOLE SOURCE REQUEST IS FOR THE ORIGINAL MANUFACTURER/PROVIDER, THERE ARE NO REGIONAL DISTRIBUTORS AND THIS IS THE ONLY KNOWN ITEM OR SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT, OR PERFORM THE INTENDED FUNCTION. (Attach the manufacturer’s written certification that no regional distributors exist AND complete justification in text box below indicating how this good/service was chosen and why.)

*Complete this text box as and if required*

2. \_\_\_\_\_ SOLE SOURCE REQUEST IS FOR THE ONLY AREA DISTRIBUTOR OF THE ORIGINAL MANUFACTURER/PROVIDER AND THIS IS THE ONLY KNOWN ITEM OR SOURCE THAT WILL MEET THE SPECIALIZED NEEDS OF THIS DEPARTMENT, OR PERFORM THE INTENDED FUNCTION. (Attach the manufacturers -- not the distributor’s -- written certification that identifies all regional distributors AND complete justification in text box below indicating how this good/service was chosen and why.)

*Complete this text box as and if required*

3. \_\_\_\_\_ THE ITEM IS NOT INTERCHANGEABLE WITH SIMILAR PARTS OF ANOTHER MANUFACTURER OR THE PARTS/ EQUIPMENT ARE REQUIRED FROM THIS SOURCE TO PERMIT STANDARDIZATION. (Use text box below to explain justification.)

*Complete this text box as and if required*

4. \_\_\_\_\_ NONE OF THE ABOVE APPLIES. (A detailed justification/explanation must be made in the text box below.)

*Complete this text box as and if required*

THE UNDERSIGNED REQUESTS THAT COMPETITIVE PROCUREMENT BE WAIVED AND THAT CONTRACT BE AWARDED TO THE VENDOR IDENTIFIED AS THE SUPPLIER OF THE SERVICE OR MATERIAL DESCRIBED IN THIS SOLE SOURCE.

**NAME OF DEPARTMENT/DIVISION/AGENCY:**

**DEPARTMENT/AGENCY/DIVISION HEAD SIGNATURE:** \_\_\_\_\_

*Note: ACTUAL signature required for Sole Source requests of \$50,000 or more; typed signature accepted for under \$50,000.*

**SOLE SOURCE AUTHORIZATION BY PROCUREMENT DIVISION, ONLY**

**APPROVED BY PURCHASING:**

**DATE:**

**IF DISAPPROVED, THIS FORM WILL BE RETURNED TO THE ORIGINATOR UNSIGNED WITH AN EXPLANATION**

<b>FAUQUIER COUNTY PUBLIC SCHOOLS</b>	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13
<b>PURCHASING</b>	

EMERGENCY PURCHASE

MEMORANDUM OF JUSTIFICATION

NATURE OF EMERGENCY AFFECTING SAFETY, HEALTH OR WELFARE OF THE PUBLIC. BE CONCISE BUT DESCRIBE THE EMERGENCY COMPLETELY:

*Complete text boxes as required.*

RECOMMENDED VENDORS:

ESTIMATED COST OF EMERGENCY PURCHASE: \$

DEPARTMENT/AGENCY OR DIVISION HEAD

Signature

DEPARTMENT/AGENCY/DIVISION:

DATE REQUESTED:

APPROVED BY PURCHASING: \_\_\_\_\_ DATE: \_\_\_\_\_

FAUQUIER COUNTY PUBLIC SCHOOLS	Policy: 3-3.5
	Adopted: 09/10/13
	Revised: 07/08/13
<b>PURCHASING</b>	

**Fauquier County, Virginia**  
Procurement Division

**PURCHASE ORDER**

**SAMPLE**  
Number references located in 5.1,  
pages 4-5, of this document.

PURCHASE ORDER NO.	CHANGE ORDER NO.

(1) FY2013 BLANKET PURCHASE ORDER

Order Not Valid Unless Purchase Order No. is Shown  
Purchase Order Number must appear on all  
Packages, invoices and shipping papers

**VENDOR:** (SEE REVERSE SIDE FOR INSTRUCTIONS, TERMS AND CONDITIONS)

(2)  
Office Depot  
PO Box 633301  
Cincinnati, OH 45263

**BILL TO:**

(3)  
Fauquier County Procurement Division  
Attn: Katelyn Verrill  
320 Hospital Dr., Suite 23  
Warrenton, VA 20186

**SHIP TO:**

(4)  
Same As Above

ORIGINATOR PH: (5) 540-422-8351

PH: (2) 800-890-4914 FAX: (2) 703-208-3800 VENDOR NO. (2) 630971 FAX: (5) 540-422-8355

ISSUE DATE	DATE REQUIRED	PAYMENT TERMS	F.O.B.	CONTRACT NO.	
(6) 7/1/2012	(7) See Below	(8) NET 30	(9) Destination	(10) TCPN# R5023	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
			(11) Misc. Office Supplies, based on the terms and conditions of referenced contract PO Term: 7/1/12 thru 6/30/2013 Contract Term: 1/3/11 - 2/28/15, no renewals	Not to Exceed:	\$1,000.00

DO NOT PROCESS THIS ORDER IF PRICE IS INCORRECT. CONTACT BILL-TO DEPARTMENT FOR APPROVAL.

**BUDGET CODES**

**AMOUNT**

(12) 4-100-12723-6001	(12) \$ 700.00
4-100-12723-6025	\$ 300.00

- Fauquier County a Political Subdivision of the Commonwealth of VA.
- Fauquier County School Board a Political Subdivision of the Commonwealth of Virginia.

(13) *Susan R. Monaco*

ORIGINATOR/AUTHORIZED SIGNATURE CHECK 1 BOX ABOVE

PURCHASING AGENT

THIS ORDER NOT VALID WITHOUT PURCHASING AGENT SIGNATURE UNLESS ITEM NO. 1 ON REVERSE SIDE APPLIES