

LONGWOOD

U N I V E R S I T Y

Procurement Manual

Office of Procurement Services

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Mission, Vision, Values

The Office of Procurement Services is responsible for the procurement and all contractual agreements of goods, services and construction for the University.

In addition, we oversee the University's Supplier Diversity initiative and all university related eVA processes. Procurement Services follows the NIGP Code of Ethics and the Longwood University Code of Ethics.

Mission Statement

The primary mission of Procurement Services is to ensure that the University acquires high-quality goods and services at competitive prices, which supports the overall goals and objectives of the University.

Vision Statement

The goal is for Procurement Services to be recognized as a top-tier organization, providing excellent services that benefit the University and the surrounding community.

Values

Customer Service: The department strives to be a reliable resource, providing educational support, guidance, and building meaningful relationships with campus departments to meet their procurement needs.

We maintain a professional attitude that promotes and reinforces positive interactions, creating an environment conducive to producing high-quality work.

Diversity: Procurement Services is dedicated to fostering a diverse pool of vendors, particularly through outreach efforts that engage small, women-owned, and minority-owned businesses (SWaM).

Financial Stewardship: The department prioritizes the responsible management of funds, ensuring fiscal accountability not just for the University, but also for the state and taxpayers.

Innovation: The department supports a culture of collaboration, continuous improvement, and creative problem-solving.

Integrity: Adherence to high ethical standards, fairness, transparency, and legal compliance is fundamental in all procurement practices.

Accountability: Taking personal responsibility for our actions, ensuring they reflect the best interest of the University.

Professional Development: Procurement Services is committed to enhancing the skills, knowledge, and abilities of its team through ongoing training and development.

Strategic Sourcing: The department applies thorough research, analysis, and vendor negotiations to ensure that the University receives the best value in the procurement of goods and services.

CHAPTER 1

Administrative Responsibilities

This section emphasizes **accountability, compliance, and professionalism** in the procurement process at Longwood University, with a focus on collaboration between departments and the Procurement team. Additionally, there is an emphasis on **ethical conduct**, ensuring that all procurement actions are carried out with fairness and transparency.

Procurement of Goods and Services:

- **All purchases must follow the Policies and Procedures outlined in the Procurement Manual, Higher Ed Manual and the applicable State policies and procedures.**

Delegated Authority:

- The **Department of Procurement Services** is authorized to execute various procurement activities, such as:
 - Purchase orders for goods and services.
 - Contract renewals, modifications, or cancellations.
 - Non-capital construction and renovations.
 - Proprietary and emergency procurements.
 - Revenue contracts.

Delegation of Signing Authority and Contract Authorization Policy

The President of Longwood University has delegated signing authority to the Vice President of Administration and Finance. With this delegation, **employees are not permitted to sign contracts or make financial commitments on behalf of the University without proper written authorization.** This policy ensures that only individuals with designated authority may legally bind the University, thereby maintaining accountability and control.

Only the President, the Vice President of Administration and Finance, and the Rector hold inherent signature authority. The Vice President of Administration and Finance is the sole official authorized to delegate signing authority to others. Any such delegation must be in writing and must be filed and maintained in the Procurement Office.

Employees who award contracts or make financial commitments without proper authorization may be held personally liable for payment.

Contract Administration:

- A **Contract Administrator** is designated to manage contracts, ensuring performance and addressing any issues.
- Contract Administrators cannot make changes to the contract's scope or modify financial terms. Only **Contracting Officers** can issue change orders or terminate contracts.
- Administrators must notify the Office of Procurement Services of any changes in their responsibilities.

Planning:

- **Planning is essential** for timely and effective procurement. Employees should review procurement policies and engage the Office of Procurement Services early to avoid delays.

Compliance:

- **Failure to comply** with the procedures may lead to the revocation of delegated purchasing authority.

Updates/Revisions:

- The **Director of Procurement Services** oversees the administration of the Procurement Manual and can make updates as necessary. Substantive revisions will be reviewed by the **Vice President for Finance and Administration & Chief Financial Officer**.

Office of Procurement Services Responsibilities:

It is the responsibility of the Office of Procurement Services to organize and administer the procurement function for all Longwood University departments, in accordance with the [Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors \(Higher Ed Manual\)](#) and the applicable State policies and procedures.

This department has the following responsibilities:

- Approving and monitoring departmental purchasing authority.
- Securing competitive prices for products and services.
- Ensuring professionalism and adherence to the **Code of Ethics**.
- Promoting **SWaM** (Small, Women-owned, and Minority-owned) business development.
- Maintaining compliance with Virginia laws.

Departmental Responsibilities in Procurement

To support cost-effective and timely procurement, all University departments are expected to follow the best practices:

- Anticipating departmental needs early to allow time for vendors to compete purchase orders.
- Using **SWaM vendors** to comply with achieve the **SWaM** goal of 42%
- Consolidating similar items into one requisition to minimize small, repeated orders.
- Providing clear specifications for purchases.
- Procure goods and services within departmental delegated authority, in accordance with stated policies and procedure
- Reporting poor vendor performance to the Office of Procurement Services.
- Promoting professionalism and adherence to the University's **Code of Ethics**.

CHAPTER 2

Ethics in Public Contracting

Ethics in Public Contracting

Expectations for Employees with Procurement Responsibility:

1. **Integrity and Honor:** Employees should maintain the highest ethical standards in their public and personal relationships to foster trust and respect from suppliers and citizens.
2. **Inclusivity:** Promote an equal opportunity environment for businesses of all sizes, backgrounds, and ownership types to compete for the University's contracts.
3. **Avoiding Conflicts of Interest:** Employees must avoid any actions or relationships that might lead to an appearance of impropriety or unethical behavior.
4. **Compliance with Laws:** All procurement decisions must comply with relevant laws and regulations, with employees being aware of legal consequences.
5. **Conflict of Interest Awareness:** Employees must refrain from any private activity that could conflict with their procurement responsibilities or be perceived as a conflict of interest.
6. **Professionalism:** Procurement staff should treat suppliers with professionalism, impartiality, and objectivity to foster constructive relationships.
7. **Continuous Professional Development:** Employees should uphold high ethical standards and enhance their proficiency within the purchasing community.
8. **University Priorities:** Employees must prioritize the objectives and policies of Longwood University and protect its interests.

Prohibited Activities:

1. **Outside Business Employment:** Employees should avoid outside employment that conflicts with their procurement duties.
2. **Conflicts of Interest:** Employees should avoid relationships or activities that could create or appear to create conflicts of interest.
3. **Financial Transactions with Suppliers:** Employees should not lend or borrow money from any University supplier or potential supplier.
4. **Supplier Relationships:** Employees should not maintain significant financial interests in firms that do business with the University.
5. **Sharing Inside Information:** Employees should not share confidential or inside information with prospective suppliers.
6. **Gifts and Perks:** Employees should not accept significant gifts, meals, or entertainment from suppliers, which could influence or appear to influence their decision-making.
7. **Post-Employment Restrictions:** Former employees must wait one year before accepting employment from any vendor they worked with during their time at the University, unless they provide written notice.

These guidelines aim to ensure that the procurement process remains fair, transparent, and free from personal or professional conflicts. They are also aligned with the Code of Virginia (Code of Virginia, Section 2.2-4370) , particularly sections related to procurement and conflict of interest.

Duty of Procurement Professionals: Those involved in procurement have the responsibility to prevent and report any potential collusion between suppliers competing for contracts.

Collusion Awareness

Collusion Signs and Antitrust Violations:

- Any agreements or mutual understandings among competitors that restrict market competition.
- Use of industry price lists or agreements to set prices.
- A shift from competitive bidding to identical bids.
- Price increases occurring simultaneously across competitors.
- Rotation of bids so each supplier takes turns as the low bidder.
- Suppliers dividing the market or focusing bids on specific agencies or products.
- Direct claims of collusion from suppliers.

Consequences of Collusion:

Practices that restrict competition often lead to higher prices, which may result in legal action (criminal, civil, or administrative) by the Commonwealth.

Procurement Personnel's Role:

Procurement professionals must be vigilant in spotting potential signs of collusion and report them to the appropriate authorities, such as the Executive Director of Strategic Sourcing, the Attorney General, or University Counsel.

Conflict of Interest

(Code of Virginia, Title 2.2, Chapter 31. State and Local Government Conflict of Interest Act)

A conflict of interest occurs when a University employee or their immediate family member has a personal interest in a company that enters into an agreement with the University. A personal interest is defined as: owning more than 3 percent of the equity in the company or having personal interest worth more than \$5,000 annually. If an individual or their immediate family member involved in the procurement of a good or service can benefit from the procurement, or, from doing business with the University it can be seen as a conflict of interest.

If any University employee has reason to believe that a conflict of interest may exist, it is their responsibility to exclude themselves from all business matters relating to the

process of evaluating solicitations, negotiating purchase agreements or administering a contract. It is the employee's responsibility to report any potential or actual conflict of interest the appropriate administrative authority.

Gifts & Gratuities

Public employees shall not solicit or accept gifts from bidders, offerors, contractors, or sub-contractors. Giveaways at trade fairs which are available to all participants are generally acceptable, if of a nominal value.

It is recommended to decline any gift or offer regardless of dollar value. Meals and food (including "working lunches") are not considered acceptable. The best guidance is to avoid any situation that creates a "perception" to anyone inside or outside of the University that the contractor or vendor has an "edge" or "preference" or "extraordinary relationship" with the University.

Personal Purchases

Due to the tax-exempt status of Longwood University, University employees shall not issue purchase orders for personal purchases. Furthermore:

- Personal packages should not be shipped to the University business address, as it places unnecessary burdens on receiving personnel and University Mail Services.
- University contracts should not be used for personal purchases, as they are intended for official business only.
- Purchases for the University cannot be shipped to a home address.
- Separate programs offering discounts to Commonwealth employees are managed by the Commonwealth of Virginia. The Office of Procurement Services is not involved in those discounts. The University should not be considered a party to any personal transactions resulting from such discounts.

CHAPTER 3

Overview for the Procurement of Goods and Services

All purchases, regardless of dollar amount or funding source, are required to be processed in eVA, the Commonwealth's electronic purchasing portal. Vendors should be strongly encouraged to become self-registered with eVA prior to engaging in business with the University, as the University has a preference for those vendors who are self-registered. eVA vendor registration information can be located at [eVA Vendor Website](#).

Receiving reports document the satisfactory receipt of goods, materials, equipment, supplies and services. They provide an auditable source of verification that goods and/or services are received in a manner acceptable to the conditions and requirements of the contract or purchase order. The use of the eVA receiving process ensures information is maintained electronically with the purchase order and provides a clear record of items that are received and ready for payment processing so vendors are paid in accordance with the Commonwealth's Prompt Pay requirements.

Departments should process receiving within three (3) business days of receipt of goods or services. Receiving dates should accurately reflect the actual date goods and/or services are received on campus.

Planning the Procurement

1. Identify a valid need for goods and/or services.
2. Ensure funding/budget is available.
3. Determine availability from existing contracts by reviewing the Longwood University's contracts, VASCUPP, VHECP, State or VITA contracts or reviewing available cooperative contracts. If using a contract ensure the contract number is referenced on the quote.
4. Contact the appropriate Procurement Officer in the Office of Procurement Services as early as possible in the planning process for assistance and guidance.
5. If no contract is available seek and research sources of supply after contacting the Office of Procurement Services.
6. IT must be contacted before any IT related purchases prior to proceeding with purchase.
7. Develop specifications, obtain a quote from the supplier and attach to requisition, unless utilizing a punchout catalog.
8. Create Purchase Requisition in eVA.

9. Obtain the required approvals through the requisition approval flow associated with the eVA user name, NIGP commodity code selection, account code selection, budget code, vendor selection, and dollar amount.
10. Ensure compliance with all University policies.

Procedures for Procurement of Goods and Services

Use of Contracts

Contracts have been established by a number of organizations including Longwood, VASCUPP, VHEPC and state contracts as well as through cooperative sources and consortiums. The use of state-issued contracts by the Department of General Services Division of Purchases and Supply (DPS) or cooperative contracts issued by VASCUPP institutions are the preferred methods of procurement. These contracts offer favorable pricing for a wide variety of goods and services and meet competitive requirements.

Use of contract sources, with the exception of exclusive contracts, is not mandatory, but it is strongly encouraged. Alternative commercial sources should not be selected based on personal preference. Rather, a business-related justification should exist for any decision to deviate from a term contract. Examples include situations where the contract vendor cannot meet the required delivery time or service, where more favorable price or delivery is available, or where better quality is available.

By using existing contracts, departments can reduce procurement lead times, streamline processes and increase efficiency, and utilize competitive pricing strategies that have already gone through rigorous evaluation and negotiation.

Small Dollar Purchase Procedures

The Governing Rules and Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their vendors allows an Institution of Higher Education to establish and implement its own small dollar policies and procedures for purchases not expected to exceed the competitive threshold established by law (currently \$200,000). Longwood University's policies and procedures encourage competition to the maximum feasible degree and provide fair access for vendors to these small dollar purchases.

The following small dollar purchase procedures have been established by Longwood University when acquiring materials, supplies and equipment, printing, or non-professional services less than \$200,000. Procurements made pursuant to these procedures do not require public bid openings or newspaper advertising of competitively negotiated procurements unless it is in the best interest of Longwood University, but do require the use of a Certified Small, Women-owned or Minority-owned Vendor whenever possible. [Executive Order 35 \(2019\) Advancing Equity For Small-, Women-, Minority-, and Service Disabled Veteran-Owned Businesses In State Contracting](#)

- A. All Purchases are routed through the Office of Procurement Services for approval.
- B. Purchases less than \$100,000 awarded to Certified Small, Women-owned, and Minority-owned (SWaM) vendors may be procured as directed.

Exemptions:

A. Exempt from Normal Competitive Requirements up to \$200,000.

Competition normally is either not practicable or available for purchase of the following goods or services when less than \$200,000. Exemptions do not eliminate the requirement for procurement review to determine if the purchase meets the exemption criteria as well as the execution of associated agreements, contracts, etc. that require signature by the University.

1. Accreditation fees and academic testing services
2. Advertisements/Advertising – all media
3. Athletic officials appointed by the NCAA
4. Books, printed materials, reprints, subscriptions and catalog services (e.g., print or electronic)
5. Videocassettes and slide presentations when only available from the publisher/producer
6. Booth Space at Conferences, Exhibits, Fairs and Product Shows
7. Conference fee, course fees, seminars, training sessions, tuition and other registration fees when attended by University employee or student
8. Consulting services
9. Currency exchange services
10. Facilitators and/or Mediators
11. Film rentals when only available from the producer or protected distributors
12. Honoraria
13. Library Books and other items for the libraries' collection as per applicable Library acquisition procedures

14. Maintenance contracts for high-cost, sophisticated, scientific equipment where there is no known competitor and service must be purchased from the manufacturer of the equipment
15. Maintenance contracts for service of mainframe and supercomputers for which there is no competitive source available to service the equipment
16. Pass through procurements (examples include contracting for alumni functions for which the University is reimbursed by the alumni and materials purchases for students by a faculty member using state funds and for which the students fully reimburse the University). All such procurements must be approved by the Director of Procurement Services or designee
17. Photographers (excluding commencement and yearbook)
18. Purchases from the Federal government, other states and their agencies or institutions, and public bodies as long as the price is judged to be fair and reasonable
19. Referees, officials and umpires for intercollegiate athletic events
20. Specialized software that is not already available through Longwood User Support Services but approved by them
21. Software maintenance contracts for software already purchased and in use at the University
22. Software site licenses
23. Software upgrades
24. Surplus property from the State or Federal government
25. Testing or evaluation services
26. Used equipment (including vehicles)
27. Utilities – Electricity, Natural Gas, Water, etc.

B. Exemption from competition regardless of dollar amount for the purchase of the following goods or services. (One quote must be obtained and documented and a purchase order is to be issued prior to purchase.) (Governing Rules §37)

1. The purchase of goods or services that are produced or performed by or related to:

a) Persons, or in schools or workshops, under the supervision of the Virginia Department for the Blind and Vision Impaired

b) Nonprofit sheltered workshops or other nonprofit organizations that offer transitional or supported employment services serving the handicapped

c) Private educational institutions

d) Other public educational institutions

2. Speakers and performing artists

3. Memberships and Association dues

4. Sponsored research grant sub-awards and contract sub-awards, not to include the purchase of goods or services by Longwood

5. Group travel in foreign countries (including residencies)

6. Conference facilities and services

7. Participation in intercollegiate athletic tournaments and events including team travel and lodging, registration and tournament fees

8. Royalties

9. The purchase of legal services, provided that the Office of the Attorney General has been consulted, or expert witnesses or other services associated with litigation or regulatory proceedings.

C. Price-Reasonableness Determination

When competition is restricted or lacking or the prices offered appear excessive, the Contract Officer is responsible for further analysis to determine in writing if the prices are fair and reasonable. This applies to sole source, single response, contract changes or contract modifications, contract renewals, contract extensions, items exempt from competition, or anytime a single price is agreed upon.

Purchases \$200,000 and Above

Purchases of goods and services costing \$200,000 and above shall follow the procedures as set forth in the Commonwealth of Virginia Procurement Manual for Institutions of Higher Education and their Vendors (Higher Ed Manual) found here at this link

<https://vascupp.org/sites/vascupp/files/2020-09/hem.pdf>

Purchasing Procedures

The objective of effective procurement is to obtain high-quality goods and services while ensuring fairness and transparency is critical. Maintaining impartiality and avoiding conflicts of interest ensures that the process is not only efficient but also ethical.

Quick Guide to Dollar Thresholds

Goods and Services (Except Equipment Trust Fund - ETF and Restricted Items)	Departmental Procedure	Purchase Method(s)
eVA self-registered & SWaM Purchases	Departments are required to utilize established contracts or need 1 quote for purchases of goods and services costing \$10,000 or less At least one quote should be obtained from a certified micro business (for see SBSD potential certified sources & our EO 35 FAQ Document).	<ul style="list-style-type: none">• All SWaM solicitations must be documented and attached in eVA• eVA Requisition and Order - unless exempt from eVA (eVA exclusions).• Small Purchase Charge Card• All purchases of Information Technology equipment, software, and services must be approved by IT
Goods and non-professional services \$10,000 or less	Note: Never split orders under any circumstance in an attempt to keep the cost under \$10,000. *For purchases of goods and services costing \$10,000 or less the term “Quote” or “Proposal” order should be attached to the requisition. If using a contract, the supplier needs to reference the contract number on	

	the quote. No attachment needed if using a punchout catalog.	
Goods and non-professional services \$10,001-\$100,000	<p>LU Small Purchase Procedures apply</p> <p>Departments are required to utilize established contracts or departments may receive 1 quotes/proposal from a SBSDB certified SWaM vendor that is also an eVA Self-Registered. Attach all quotes and supporting documents on requisition.</p>	<ul style="list-style-type: none"> • eVA Requisition submitted by Department to include quote/proposal received (must be prior to any work commencing) • Procurement will verify vendor SWaM certification and eVA registration status and issue purchase order
Goods and non-professional services \$100,001 to \$200,000	Departments are required to utilize established contracts or departments may receive 2 quotes/proposal from a SBSDB certified SWaM vendor that is also an eVA Self-Registered. Attach all quotes and supporting documents on requisition.	<ul style="list-style-type: none"> • eVA Requisition submitted by Department for approval
Goods and non-professional services \$200,001 and up	<p>Departments are required to utilize established contracts or to work with Procurement Services to find a cooperative contract or conduct a competitive procurement.</p> <p>For departments making repetitive annual purchases of the same goods/services, Procurement Services may elect to establish a term contract through competitive negotiation.</p>	<ul style="list-style-type: none"> • eVA Requisition submitted by Department for approval

Professional Services means work performed by an independent contractor within the scope of the practice of: <ul style="list-style-type: none"> • Accountant • Actuarial • Architect • Land Surveying • Landscape Architect • Law • Dentistry • Medicine • Optometry • Pharmacist • Engineer 	Procured through competitive negotiation as allowed by State Law.	<ul style="list-style-type: none"> • eVA Requisition submitted by Department for approval • Notify Procurement Services of needs
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Purchases Up To \$10,000

Individual purchases of goods and services costing \$10,000 or less (without splitting the order/transaction) and in the aggregate do not accumulate to over \$200,000 in total annual cost shall be procured through the procurement delegation granted to individual University departments.

Purchases between \$10,000.01 and \$200,000

[The Rules Governing Procurement of Goods, Services, Insurance and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia](#) (Subchapter 3 of the Restructured Higher Education Financial and Administrative Operations Act) permits a public body to establish small purchase procedures, if adopted in writing, to govern procurements where the sum of all phases is not expected to exceed \$200,000; however, such small purchase procedures must provide for competition wherever practical.

Purchases Over \$200,000

All purchases of goods and services costing over \$200,000 shall follow the procedures as set forth in [the Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors](#).

Information Technology Equipment, Software, and Services

All purchases of Information Technology equipment, software and services must be approved by IT

Information Technology Hardware/Software Purchases

Information Technology Hardware/Software Purchases

Information Technology procurements are generally all-inclusive and cover the purchase, lease, lease-to-purchase, and/or rental of hardware or software, software upgrades, maintenance agreements, computer consulting services, all other information technology related services, and trial or use.

Often, the purchase of software includes a contract from the software provider. This contract must be reviewed and approved to ensure that the contract does not contain language unacceptable to the Commonwealth. These agreements and/or contracts must go through IT Governance and the Office of Procurement Services. (ITS) reviews all information technology hardware/software requests prior to purchase.

What needs to be reviewed by IT Governance

Any technology solution which impacts the University's enterprise processes, systems or data shall be included in this process. Typically, technology solutions include, but are not limited to technology hardware, software, network infrastructure, application development, technology-related consulting and cloud-based applications/services. For specific questions about whether or not a project, procurement or idea should go through the review process please contact pmo@longwood.edu.

Any investment in technology products, hardware and software solutions have an impact to the University in any of the following categories:

Business Impact

- a) Results in changes to business/administrative processes.
- b) Requires integration with existing technology or campus data sources.
- c) Impacts mission critical programs/services (i.e., teaching and learning, research, etc.).

2) Financial/Resource Impact

- a) Requires additional staff, resources or third-party consulting for implementation and long-term support.
- b) Requires IT staff and/or resources for implementation and long-term support.

3) User Impact

- a) Users will need to learn new skills or undergo a new service experience.
 - b) Is available for use by a large population of users.
 - c) Available to the general public.
 - d) High likelihood of impact for persons with disabilities.
- 2) Risk Management
- a) Utilizes, stores and/or transmits highly sensitive data and information.
 - b) Failure to act on the project/initiative/technology purchase results in:
 - i) Significant IT security risk
 - ii) Compliance risk
 - iii) Significant risk to mission critical systems, operations, processes, or services
 - iv) Potential legal exposure
 - v) Adverse impact to grant funding or loss of significant opportunity costs

What does not need to be reviewed by IT Governance

Faculty/staff desktop computers, associated computer peripherals and software purchases for individual use, which do not connect to or impact the University's enterprise, systems or data may fall outside of the process. Approved computer options for faculty and staff can be found here: <https://solomon.longwood.edu/usersupport/computer-options-facultystaff/>. Purchases outside of offerings on this page must be approved by the department supervisor as well as Information Technology Services and may not receive the same level of support as recommended models.

How do I submit a request for review?

You can submit a request by filling out the [Technology Purchase Request/Project Proposal](#) form.

Methods of Procurement:

Small Purchases:

- The "Rules" permits the University to establish small purchase procedures, if adopted in writing, not requiring competitive sealed bidding or competitive negotiation for single or term contracts if the aggregate or sum of all phases is not expected to exceed \$100,000; however, such small purchase procedures shall provide for competition wherever practicable.
- The solicitation methods used for small purchases may be written Request for Quotations and/or Internal Pricing, up to the user's delegated purchasing authority. Internal Pricing is the procurement from existing University contracts, VASCUPP contracts, State contracts, or other cooperative contracts.
- The use of the University's PCard shall be encouraged as the preferable small purchasing tool, where applicable, up to the PCard holder's transaction limit

Emergency Purchases

- An emergency is an occurrence of a serious and urgent nature that demands immediate action. Emergency procedures may be utilized only to purchase that which is necessary to cover the emergency. Subsequent requirements shall be obtained using normal purchasing procedures.
- Emergency situations are typically limited to those situations which could threaten the loss of life or property or cause injury.
- **Failure to anticipate an operating need is not, in itself, considered an emergency.**
- Compliance with the eVA system is still required, even if it is handled through a confirming order after the fact.
- Full justification for an emergency purchase is required. Justification approved at dean/director/department head level. Justification should relate to health, safety, or protection of property. If time permits, contact Purchasing before making purchase. Competition is not required but should be obtained, time permitting. Justification documents shall be submitted to Procurement Services for file retention.
Emergency Procurements are not typical for any department on campus other than Facilities Management
- **Use of SPCC for Emergencies:** The SPCC (Small Purchase Credit Card) can be used when it's deemed necessary for emergency purchases.

Sole Source

A sole source purchase is a situation when a product or service (costing more than \$10,000) is practicably available from one source only; therefore, a competitive procurement cannot be conducted.

- Every Sole Source procurement must answer the four Sole Source Questions:
 - Why is this the only product or service that can meet the needs of the purchasing agency?
 - Why is this vendor the only practicably available source from which to obtain this product or service?
 - Why is the price is considered reasonable?
 - What efforts were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers?
- Written justification of the sole source purchase is required. Departments should use the [Sole Source Request Form](#) to submit their request to conduct a sole source procurement to Procurement Services.

- Procurement Services must approve the sole source purchase prior to negotiating the price and issuing a purchase order.
- A sole source is *not* justified by being a vendor with whom your department is interested in doing on-going business or has purchased goods/services from previously. Once the justification is approved by Procurement a contract/order may then be initiated between LU and the contractor. All sole source eVA purchase requests must use PO category codeS01.

Competitive Sealed Bidding:

A formal method of procurement that is often utilized when the goods or services can be clearly specified, the estimated cost is over \$100,000 and the award is made based upon the lowest responsive and responsible bidder.

Competitive Negotiation:

A formal method of procurement, typically used for complex or technical goods and services over \$100,000 where specifications or scope of work cannot be clearly defined, or when negotiations is advantageous, and contract award is based on evaluation criteria stated in the RFP.

Public Auction:

Upon a determination made in advance by the Institution and set forth in writing that the purchase of goods, products, or commodities from a public auction sale is in the best interests of the public, such items may be purchased at the auction, including online public auctions. The writing shall document the basis for this determination.

Reverse Auctioning:

A procurement method where bidders are invited to bid on specified goods or nonprofessional services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidders' prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening. The purchase of goods or nonprofessional services, but not construction or professional service, may be made by reverse auctioning. This method is best for simple, easy to define commodities, such as plastic bags, rolled tin for license plates, mattress inserts, etc. It is not well suited for services.

Proprietary Justification

A situation when only one brand or manufacturer is acceptable; however, the product is available from more than one source, therefore competition is available. The use of a proprietary specification may be appropriate where:

- Compatibility with existing equipment or products is imperative
- Pre-qualification of products is necessary to support a specific program's needs.
- The desired product is covered by a patent or copyright
- The requested items must yield absolute continuity of results

Departments should complete the [Proprietary Good or Service Request Form](#) and return to Procurement Services when requesting the purchase of proprietary product(s). Procurement Services must approve the documentation prior to negotiating the price and issuing a purchase order. All proprietary eVA purchase requests must use PO category code **P01**.

eBay, Amazon, PayPal

Procurement strongly discourages departments from purchasing items from eBay and Amazon. Within the Longwood University management standards there are mandates relating to the required use of eVA/eVA self-registered vendors and SWaM-Certified businesses. e-Bay and Amazon are not eVA self-registered vendors nor SWaM certified.

eBay

eBay is not a self-registered eVA vendor, in fact they aren't the vendor at all - they are just a vehicle to purchase. eBay also does not designate a seller as a Small, Woman Owned or Minority (SWaM) Owned vendor.

eBay requires purchasers to indemnify them *"You will indemnify and hold us (and our officers, directors, agents, subsidiaries, joint ventures and employees), harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party."* Agencies of the Commonwealth of Virginia are not permitted to indemnify other entities under state law. Purchasing through eBay puts the University and you at great risk.

eBay takes no responsibility to guarantee the product is delivered after payment. If you have a SPCC and the product is not delivered or purchased in accordance with the financial procedures of the University or the Commonwealth, purchase card privileges could be taken away.

Payment for the goods must be done without any other contractual agreement between the buyer and seller. The Code of Virginia stipulates that all purchases made with state funds are subject to the Commonwealth's General Terms and Conditions. However, a payment made through eBay authorizes the purchase of goods without acceptance by the seller of the terms and conditions as defined, for example, on an eVA purchase order. **There is little or no recourse for the Commonwealth or the University should there be a dispute. The University would look for personal remuneration should the goods not be ultimately received by the University.**

Amazon

All purchases from Amazon must have prior authorization from Procurement Services. Campus end users should first try to source items from vendors that are eVA self-registered and certified through SBSD as Micro.

If a department feels that purchasing from Amazon is in the best interest of the University, they must email a link to the item(s) to procurement@longwood.edu and list out what other vendors they have searched at and why Amazon is the best option. Upon review Procurement will either provide authorization to purchase from Amazon or provide other vendors the item(s) can be sourced from.

PayPal

The University prefers to not use third-party payers, like PayPal, whenever possible. The addition of another layer in the procurement process complicates your ability to deal with situations like damaged or non-receipt of goods from vendors.

It is a best practice to try to communicate directly with the vendor to see if they will accept a direct payment. If there is no other way to submit payment and no alternate vendor to purchase these items from, the department can proceed with the understanding that they are assuming the responsibility that they are dealing with a reputable company and the University will expect these items are received in a timely fashion and without damage.

Local Policy: Unallowable Purchases

To ensure compliance with state regulations, ethical standards, and responsible fiscal management, the following expenditures are **not permitted** using state-issued credit cards. This policy applies to all funding sources, including state and local funds.

I. Personal Expenses – Not Allowable

State-issued cards must not be used for purchases that serve personal needs or benefit the individual rather than the university. Prohibited **personal expenses** include, but are not limited to:

1. **Books or Course Materials**
Unless the items remain property of the State and are essential for official duties.
2. **Snacks or Refreshments**
Purchased for personal consumption or informal gatherings not tied to an official function.
3. **Babysitting or Childcare Services**
These are personal responsibilities and are not reimbursable under any funding source.
4. **Non-Business-Related Subscriptions**
Includes personal subscriptions to magazines, journals, or newspapers.
5. **Personal Articles That Are Lost or Stolen**
Reimbursement or replacement of personal property is not permitted.
6. **Tuxedos or Formal Wear**
Clothing for social or ceremonial events is not allowed unless specifically required by the university and pre-approved.
7. **Non-Uniform Clothing or Repairs**
Includes any clothing that is not officially designated as a uniform—even if damaged at work.
8. **Expenses from Employee Negligence**
Such as traffic tickets, towing fees, or parking fines while on travel or conducting university business.
9. **Personal Items**
Any item intended for individual personal use or ownership, including but not limited to:
 - Toiletries
 - Jewelry
 - Personal electronics (unless approved as university property)
 - Gifts purchased for oneself or others
 - Office supplies for home use

II. Non-Mission-Supporting Event Expenses – Not Allowable

For agency-sponsored events, all expenses must directly support the university's mission. The following are **unallowable**:

1. **Holiday Decorations**
Unless clearly justified and approved for official university-sponsored events.
2. **Alcoholic Beverages**
Not permitted under any circumstance or fund source.
3. **Charitable Contributions**
Donations or sponsorships made using university funds are prohibited unless specifically authorized.

4. **Gifts and Flowers**

Includes retirement gifts, condolence flowers, or any other type of gift, unless part of a pre-approved, formal recognition program.

III. Conditional Use – In the Best Interest of the University

In **rare and limited circumstances**, purchases listed above may be allowable **only if**:

- The purchase is clearly documented as being **in the best interest of the university**,
- It directly supports the university's mission, and
- **Pre-approval** has been obtained from the appropriate authority.

Such exceptions **must be fully justified** and **documented** in the procurement file.

IV. Procurement Process – Applies to All Purchases

Regardless of whether state or local funds are used, **the procurement process is the same**:

- **Submit an eVA order** before making a purchase.
- **Use Small, Women-owned, and Minority-owned (SWaM) vendors** where possible.
- **Receive orders in eVA** and follow proper receiving procedures.
- **Reconcile credit card transactions timely** with all required receipts and justifications.

Violations of this policy may result in the suspension of procurement privileges, disciplinary action, or reimbursement of unallowable charges by the cardholder.

Longwood University Promotional Items Procedure

****Please see Procurement website for current policy subject to change**

Marketing and Communication Materials (Printing & Promotional Goods)

In accordance with University Policy, approval must be obtained from Marketing, Communications & Engagement for all communications and marketing materials. These materials include, but are not limited to, advertising, signage, social media, presentations, printed publications (ex: brochures, magazines, annual reports, event programs, postcards), promotional products or merchandise, recruitment materials for students, alumni and faculty/staff videos, and web pages.

Steps to purchase merchandise, swag and promotional items:

1. Work with one of the approved licensed contracts/SWAM vendors. If one of these vendors cannot produce your item, contact Procurement@longwood.edu for guidance.

2. Licensed vendors submit all product orders to Longwood University Licensing Office for final approval. Because the review process is automated, programs and departments do not need to separately submit swag, merchandising or promotional items orders for review by the communications team when working with a licensed vendor.

Steps to purchase communication and marketing materials (no merchandise)

1. Campus departments should submit a Marketing Project Request Form. Any questions regarding this form or the Marketing review and approval process, please contact Marketing, Communications & Engagement at marcom@longwood.edu.
2. Once the campus department has obtained approval from Marketing, the campus department can reach out to contract vendor(s) to obtain a quote. Locate Contract vendors for printing and promotional items.
3. Once the campus department has obtained a quote from a Contract or SWAM vendor, campus department can place an order via eVA purchase order.

Licensing Longwood University Trademarks, Logos, Seals, Indicia and Mascot

Longwood University has assigned all rights, titles and interest in any trademarks, logos and insignias owned or acquired by the University. Longwood has established a licensing program to ensure that the public properly identifies and associates Longwood on products bearing the institution's marks.

Any products which carry an approved mark or logo of the University will be covered by the licensing program. Merchandise bearing Longwood trademarks and logos are limited to merchandise produced by manufacturers that are officially licensed to produce Longwood marks. Officially licensed manufacturers are licensed and registered by the licensing agent, The Collegiate Licensing Company (CLC).

Campus organizations seeking to use Longwood University marks for fundraising projects, club projects, fraternity/sorority endeavors, etc. must first seek initial approval from Marketing and then submit the proposal to a licensed manufacturer.

Restricted Purchases

The Office of Procurement Services must be contacted if there is a need to purchase restricted items no matter the cost of the goods or services. The following items are restricted purchases:

- Gift Cards
- Alcoholic beverages
- Purchases from a state employee

CHAPTER 4

eVA

Virginia's Electronic Procurement System

eVA is a web-based state-required procurement tool designed to automate and streamline procurement for all state agencies in the Commonwealth. eVA is a central location for departmental buyers to find vendors, reach vendor punch-out catalogs with state pricing, and store requisitions and purchase orders.

Self-Registered

Strongly Preferred Vendor Type

The vendor has registered their company in eVA. PO Category Code R01 is to be used. The University is charged a .1% eVA fee, capped at \$500 (Small, Women-owned, and Minority-owned certified vendor) or \$1,500 (non-SWaM certified vendor).

State-Entered

A Commonwealth agency worked with eVA to have the vendor information stored in eVA. PO Category R01 is to be used. The University is charged a 1.1% eVA fee, capped at \$3,000.

Unregistered (Ad-Hoc)

The vendor information is not in eVA. User has to manually input vendor business name information in eVA. PO Category R01 is to be used. The department should send a copy of the COVA W-9 to Procurement Services at Procurement@longwood.edu The University is charged a 1.1% eVA fee, capped at \$3,000.

eVA (electronic Virginia)

- Entering Requisitions in eVA
- All requisitions entered into eVA must contain the following information:
- Title (Vendor Name, eVA User's Name and Phone Number)
- Fiscal Year
- PO Category
- Transaction Type
- Description (detailed specifications or drawings to be forwarded to the Department of Procurement and Contracts)

- NIGP Commodity Code
- Supplier (Vendor Name)
- Contact (Vendor Location)
- Contract Number (if applicable)
- Quantity
- Unit of Measure
- Price
- Accounting Detail (FOAP Banner Finance Fund/Organization/Account/Program) for funding allocation
- Ship to
- Deliver to (default in eVA is Warehouse Services)
- Comments (when applicable)
- Attachments (when applicable)

eVA PO Category Code and eVA Fee Exemptions

PO CATEGORY CODES

When creating purchase requisitions in eVA the end user is required to select a purchase order category code from a drop-down menu. The PO code selected identifies the type of purchase and if we (and the vendor) are required to pay additional eVA fees on the transaction.

WHERE ARE THE CATEGORY CODES LOCATED? eVA Purchase Requisition

When you create a requisition, the first screen (Title Page) contains the PO category field. Use the drop-down feature >search< for more options, then select the appropriate code.

The codes for general use are:

- R01 (Routine)
- S01 (Sole Source)
- P01 (Proprietary)
- X02 (Exempt from eVA transaction fees)

(Other codes may be available, but are to be used ONLY by Procurement and Contracts).

There is a brief description of the PO Category Code beside each code number.

WHICH PO CATEGORY CODE DO I USE?

- A. R01 (Routine): This purchase order category is used for routine orders. It is the most common PO Category Code. Use this for items such as purchases for supplies either online or on the phone such as Supply Room, promotional items, software, lab

supplies, office supplies, subscriptions for bona fide business purposes, and other items not otherwise classified.

- B. S01 (Sole Source): A sole source is authorized when there is only one source practicably available for the goods or services required. This purchase order category code is used when the end user attaches the Sole Source Request and Certification Form (Form C035) to the PR for review and approval by the buyer in Procurement and Contracts.
- C. P01 (Proprietary): This purchase category code is used when the end user has used specifications that restrict the acceptable “product” to those of one or more specified manufacturers. Competition is available; however, limited within the confines of the manufacturers of the product. The end user must attach the Proprietary Request and Certification Form (Form C034) to the PR for review and approval by the buyer in the Procurement and Contracts.
- D. X02 (Exempt from eVA transaction fees): This purchase order category code has been developed for use by state agencies when issuing purchase orders in eVA for goods and/or services listed as exempt from eVA transaction fees.

SELECT PO CATEGORY CODE X02 FOR THE FOLLOWING eVA FEE EXEMPT TRANSACTIONS:

- Academic testing services
- Accreditation fees
- Advertisements for employment or all other announcements (all media formats)
- Entertainment payments for performing artists, speakers, lecturers, musicians, writers and artists.
- Express Mail Services using the DPS statewide contract (This contract is now titled “Small Package Delivery Services” – No. E19-79522)
- Government or Public Entities-Purchases from foreign, Federal, State, Localities, Town, City, public colleges and universities, state hospitals. Agency to Agency
- Group travel arrangements in the United States covered under contractual agreements.
- Group travel in foreign countries. Includes travel, lodging, meals and special services

- Intercollegiate athletic tournaments and events to include team travel, meals, lodging, registrations, insurance and tournament fees (if entered in eVA)
- Intercollegiate Referees, Officials and Umpires for athletic events
- Licenses (Federal, State or local) excluding software licenses
- Lodging or meeting rooms in hotels, conference centers, 4-H centers covered under contractual agreements. Excludes charges for additional services covered under contractual agreements.
- Medical (Health Care) Services when the service is provided by a hospital or an individual licensed and authorized by law to engage in the prevention, diagnosis, or treatment of human illness, injury, or physical disability, mental health, mental retardation, substance abuse, or emotional condition
- Pharmaceuticals purchases using the DPS-authorized multi-state contract
- Point of Sale SPCC purchases that are small, over-the-counter purchases made with P-Card at the site of sale and picked up by cardholder. (NOT online orders) (Point of sale will not be processed through eVA)
- Post Office-Purchases from the US Post Office
- Private educational institutions for transactions not associated with sponsored research.
- Public Auctions (non-electronic)
- Real Estate Leases
- Rental fees for exhibitions of historical artifacts and works of arts. May include transportation and other associated expenses.
- Revenue Contracts
- Surplus property from State or Federal agencies
- Utility payments (electric, natural gas, water, sewer)

Miscellaneous

- Award of Grants by agencies and institutions to public bodies or tax exempt non-profit charitable organizations. This exception does not apply to the expenditure of grant funds by agencies and institutions for the purchase of goods and/or services.
- Local funds owned by trust-agency organizations (i.e., student organizations). These funds are non-state and are not owned or used by the University. The university's sole responsibility is writing checks out of a local account maintained on behalf of the organization that owns the funds.

The following items are exempt from Procurement and not processed through eVA. Please contact Accounting Services for information.

- Conference Registrations for employees
- Gasoline purchased with Voyager Fuel Card
- Honoraria

- Legal Fees
- Membership and Association Dues
- Point of Sale SPCC purchases
- Reimbursements
- Personal Travel and Lodging

eVA Exclusions

Exclusions, regardless of dollar value, include the procurement types listed below. At the option of the agency or institution, these exempt transactions may be processed through eVA, by using Purchase Order Category “X02”.

1. Real estate leases
2. Advertisements such as in newspapers, magazines, journals, radio, television, etc.
3. Professional organizational membership dues and training classes sponsored by the professional organization when payment is made directly to the professional organization sponsoring the training class.
4. Conference registrations
5. Petty cash purchases
6. Honoraria
7. Entertainment (speakers, lecturers, musicians, performing artists)
8. Accreditation fees and academic testing services
9. Exhibition rental fees for exhibitions of historical artifacts or original works of art. (The rental fee may include charges other than the rental of the exhibition, such as transportation costs.)
10. Goods or personal services for direct use by the recipients of programs specified in the Code of Virginia, § 2.2-4345, if the procurement is made for an individual recipient. Contracts and/or spot purchases for the bulk procurement of goods or services for the use of recipients shall not be exempted.
11. Award of grants by agencies and institutions to public bodies or tax exempt non-profit charitable organizations. This exception does not apply to the expenditure of grant funds by agencies and institutions for the purchase of goods and/or services (see APSPM 13.8e). (ii) Award of contracts by agencies and institutions to charitable organizations in accordance with the provisions of APSPM 8.7, Alternative Procurements.
12. Medical (Health Care) Services when the service is provided by a hospital or an individual licensed and authorized by law to engage in the prevention, diagnosis, or treatment of human illness, injury, or physical disability, mental health, mental retardation, substance abuse, or emotional condition. Contracts and purchase orders between the agency or institution and

temporary service providers or independent laboratory testing companies are not exempt from purchasing through eVA.

13. Public Utilities (electric, natural gas, water, sewer)
14. Purchases made via closed-loop systems or automated inventory control systems for items for resale, e.g., ABC, drugs (only POS drugs)
15. Purchases made using the DPS-authorized multi-state drug contract Effective Date 09/09/2013
16. Purchases made using the DPS statewide contract for Express Delivery Services.
17. Over the counter charge card purchases that are made at the site of the sale and picked up by the individual card holder (i.e., SPCC, Voyager).
18. Revenue contracts, e.g., scrap, recycling or contracts with \$0 payment made by the Commonwealth, e.g., Longwood Bookstore, Aramark.
19. Government-to-government purchases, other than purchases from mandatory sources
20. Purchases from public auctions (non-electronic)
21. Surplus property
22. Contracts with commercial fisherman for replenishment, research and stock assessment activities
- 23.a) Individual travel and lodging
 - b) Group (i.e., two or more individuals) travel up to \$50,000 per group travel event
 - c) Group travel-related lodging
24. Financing when goods/services procured from one source are being financed by another (i.e., third party) source. The financing exclusion does not apply to lease purchases.
25. Business and/or financial transactions to which public procurement regulations do not apply. Examples include debt service payments, Medicare and Medicaid payments, and child support payments.
26. Contracts with public and private hospitals, as well as pharmacy chains and independent pharmacies, that are licensed and authorized by law to dispense controlled drugs and other medications based on prescriptions written by medical practitioners
licensed to engage in the prevention, diagnosis, or treatment of human illness, injury, or physical disability, mental health, mental retardation, substance abuse, or emotional condition, when the purpose of the contract is to provide on-site mentoring and practical experience to pharmacy students enrolled in state institutions of higher education
27. Contracts with public and private hospitals, medical practices, and medical clinics that are licensed and authorized by law to engage in the prevention, diagnosis, or treatment of human illness, injury, or physical disability, mental health, mental retardation, substance abuse, or

emotional condition, when the purpose of the contract is to provide on-site mentoring and practical experience to medical students enrolled in state institutions of higher education.

28. Individuals providing instructional services in conjunction with a contract between an institution of higher education, including community colleges, and a local business or industry for non-credit workforce development classes to be provided by the institution of higher education.

Receipt of Goods and/or Services

Only the eVA user that created the eVA purchase order has access to the purchase order to enter receiving in eVA. The user ensures the individual physically receiving the goods and/or services maintains a copy of the purchase order/contract and is fully informed of the requirements of the contract. The inspection of the items or services received and the completion of the receiving report in eVA should be completed as soon as possible, but no more than three (3) working days after delivery. The receiving date must be the actual date the goods and/or services were received on campus; not the date on which the receiving is entered in eVA. The receiving date is used by Accounts Payable to determine the actual payment date for the vendors to maintain compliance with the Commonwealth Prompt Pay Act.

The utilization of eVA is required. Departmental buyers with procurement responsibility must utilize the eVA system. Non-compliance with the system will result in a 2% non-compliant fee being charged to the department.

eVA Purchase Order Terms and Conditions

The following terms and conditions apply to all orders made with SELF-REGISTERED eVA vendors. By registering with the eVA System, the vendor agrees to these terms and conditions. Orders generating from the eVA system to non-registered vendors (state-entered or ad-hoc) reference these terms and conditions, but the vendors have not necessarily agreed to them at the point you place the order.

These terms and conditions are incorporated by reference in the eVA purchase order. These terms and conditions apply to purchases between the agency or institution and the contractor, unless otherwise modified in writing on the face of the PO.

1. This contractual agreement is subject to the terms and conditions of the Commonwealth of Virginia VENDORS MANUAL and any revisions thereto, as published by the Department of General Services, Division of Purchases and Supply.
2. Goods or Services delivered must be strictly in accordance with bid referred to and shall not deviate in any way from terms, conditions or specifications of the bid. Equipment, materials and/or supplies delivered on this order shall be subject to inspection and test upon receipt. If rejected, same shall remain the property of the vendor.
3. Purchase Order number shall be shown by vendor on all related invoices, delivery memoranda, bills of lading, packages and/or correspondence.
4. State sales and use tax certificate of exemption, form st-12 will be issued upon request, if you do not have same on file.
5. Deliveries against this order must be free of excise or transportation taxes, excise tax exemption registration no. 54-73-0076k may be used when required.
6. In the absence of other contractual terms, payment shall be due 30 days after receipt of proper invoice, or material/service, whichever is the later.
7. If discount for prompt payment is allowed, the discount period will begin on the date of receipt of proper invoice, or material, whichever is the later.
8. In case of default by the successful bidder, or failure to deliver the supplies or services ordered by the time specified, the Commonwealth after due notice (oral or in writing), may procure them from other sources and hold vendor responsible for any excess cost occasioned thereby.
9. No substitution, change or deviation shall be made without written authority from the Commonwealth by Purchase Order Change.

10. Vendors and contractors providing goods to the Commonwealth of Virginia under this order herewith assure the Commonwealth that they are conforming to the provision of the CIVIL RIGHTS ACT OF 1964 as amended, as well as the VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT OF 1975 as amended, where applicable.
11. This Purchase Order/Contract shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise by the laws of the Commonwealth of Virginia.
12. All prices unless otherwise specified are net F.O.B. Destination with transportation charges prepaid.
13. If shipment is made by freight or express and charges added to invoice, the original bill of lading properly receipted shall accompany invoice. All charges must be prepaid.
14. Vendors and contractors performing work on Commonwealth owned or leased facilities or property shall, during the entire term of the contract, maintain at a minimum, the insurance coverages as listed in the VENDORS MANUAL and any revisions thereto.
15. eVA Transaction Fee: eVA transaction fee invoices are issued by the Commonwealth of Virginia Department of General Services. A copy of the eVA transaction fee schedule is available on the eVA website.

CHAPTER 5

Shipping/Freight Charges

Shipping/Freight Charges

It is the policy of the University to purchase goods "Freight on Board (FOB) Destination". This means the vendor pays the freight charges for shipping the goods to the ordering department and the cost of shipping is included in the price of the goods, the vendor retains title to the goods until the carrier delivers the goods, and any claim for loss or damage incurred during delivery shall be between the vendor and the carrier.

A department may pay freight charges and/or change the FOB point when it is a requirement to make the purchase. Departments are cautioned that changing the FOB point can create problems in the event the product is damaged or lost in transit. In such cases, any claim for loss or damage incurred during delivery shall be between the University and the carrier. Please contact the Office of Procurement Services for any questions relating to the FOB declaration.

If departments are paying freight costs, a shipping line item must be added to the purchase order and the correct commodity code 96286 must be used (**Inbound Freight Services**). This designation on the purchase order is notification to the vendor that the University accepts title only when goods are received. This will also notify Accounts Payable that the department has authorized the vendor to prepay the freight cost and add it as a separate line item on the invoice.

Accounts Payable will pay the full invoice including freight costs as stated by the shipping vendor.

Departments have the responsibility to determine the actual (or maximum) freight charge and add a line item to the purchase order when shipping is "prepaid and added" to the order. This will ensure that the total amount of the order does not exceed the departmental delegated purchasing authority.

CHAPTER 6

Taxes

State Sales

As an agency of the Commonwealth of Virginia, Longwood University is generally exempt from paying Virginia's sales taxes on purchases of tangible personal property for its use or consumption. The [COVA Sales and Use Tax Certificate of Exemption](#) (COVA Form ST-12) can be found at the Office of Policy and Tax Compliance website.

Sales and Use Tax Payments – State Government and Political Subdivisions

Virginia's Sales and Use tax does not apply to sales of tangible personal property to the Commonwealth of Virginia or to its political subdivisions, for their use or consumption, if the purchases are pursuant to required official purchase orders to be paid for out of public funds. The tax applies when such sales are made without the required purchase orders and are not paid for out of public funds. No exemption is provided for state or local government employee purchases of meals or lodging whether purchases are pursuant to required official purchase orders or not. The following examples are offered to show that taxes apply to lodging and conference facilities under a variety of circumstances:

- Hotels, motels, tourist camps, etc. (generally): The tax applies to the sale or charge for any room or rooms, lodgings or accommodations furnished to transients by any hotel, motel, inn, tourist camp, tourist cabin, camping grounds, club, or other similar place. The tax applies to all sales of tangible personal property by such business.
- Charges in connection with accommodations: Any additional charges made in connection with the rental of a room or other lodging or accommodations are deemed to be a part of the charge for the room and are subject to the tax. For example, additional charges for internet, local telephone calls and similar services are subject to the tax. Toll charges for long-distance telephone calls are not subject to the tax.
- Meals (generally): Retail sales of meals by restaurants, hotels, motels, clubs, caterers, cafes, and others are paid in accordance with policies established by the Department of Tax Administration.

For additional information on taxes contact the Controller's Office.

CHAPTER 7

SWaM

Small, Women-owned and Minority-owned Businesses

Longwood University is committed to supporting Small, Women-owned, and Minority-owned (SWaM) businesses in all procurement activities. This commitment aligns with the Commonwealth of Virginia's initiative to increase opportunities and contract awards to certified SWaM vendors. The University develops and submits an annual SWaM Procurement Plan to the Department of Small Business and Supplier Diversity (DSBSD), outlining strategies to meet or exceed SWaM participation goals.

- **SWaM Certification:** For a business to be recognized as a SWaM vendor, they must be certified by the Virginia Department of Small Business & Supplier Diversity (SBSD). This certification is free, but it requires the vendor to complete a paperwork process and recertify every five years. To be considered a SWaM vendor for reporting purposes, the vendor must be certified with the [Virginia Department of Small Business & Supplier Diversity \(SBSD\)](#).
- **eVA Vendor Database:** The Office of Procurement Services at Longwood University uses the eVA vendor database and SBSD information to identify SWaM businesses when soliciting bids or proposals.
- **Procurement Expectations:** Longwood University is expected to meet SWaM participation goals of 42% and report annually on their progress. Procurement buyers are encouraged to prioritize vendors that are eVA self-registered and certified through SBSD as a [micro business](#), especially for purchases under \$10,000, and to make a good faith effort to obtain quotes from certified businesses. All departments are required to obtain a quote or additional quotes depending on dollar amount from a DSBSD certified SWaM business. A listing of DSBSD certified businesses is available on the DSBSD website.
- **SWaM Training and Purchasing Authority:** Prior to being issued any purchasing authority—such as access to eVA or a University PCard—employees must complete **SWaM Training**, which is available through the Office of Procurement Services. Completion of this training is mandatory to ensure awareness of SWaM goals and compliance responsibilities.
- **SWaM Utilization in Contracts:** The University includes contract language requiring offerors to submit a **SWaM Utilization Plan** detailing their intent to use certified SWaM subcontractors during the contract term.
- This information must be provided **with proposals or as requested** by the procurement officer. A contract **will not be awarded** without this information.
- During the life of the contract, vendors may be required to submit periodic **SWaM utilization reports**, detailing spend by certification category. These reports are collected by the Office of Procurement Services.
- Failure to submit required reports may result in the University deeming the vendor **in breach of contract**, and final payment or retainage may be withheld.

- **Certification Support:** If a SWaM vendor is not yet certified, they can be directed to the SBSD or Procurement Services for assistance. Longwood University also has many existing contracts with SWaM-certified vendors, so buyers should prioritize using those vendors.
- **Providing Information:** If a department knows of a business that is eligible for SBSD certification or has worked with a SWaM-certified subcontractor, this information should be shared with the Office of Procurement Services.
- A listing of DSBSD certified businesses is available on the DSBSD website.
DSBSD Certified Vendor List: <https://sbsd.virginia.gov>

CHAPTER 8

Purchase of Services

State and University purchasing procedures require competition for the procurement of professional and nonprofessional services when the estimated cost exceeds departmental delegated purchasing authority.

It is important to note that when a current contract exists for the required services, the existing contract should be utilized, thereby avoiding the need for a new procurement process. The goal of these procedures is to ensure fair and competitive practices while obtaining the best value for the organization in compliance with departmental delegated purchasing authority.

Services can be categorized as follows:

Professional Services

Professional services are specifically defined as the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, medicine, dentistry, optometry, pharmacy, professional engineering, interior designer and appraisal services. The procurement of professional services follows a competitive negotiation process, and may require concurrence and/or approval from other State agencies. Contact the Department of Procurement and Contracts for assistance regarding the procurement of professional services.

Nonprofessional Services

Non-professional services are servicing any service not specifically identified as professional services, which service require a special training or education. Examples: plumbing, electrical, mechanical, janitorial etc. The procurement of nonprofessional services varies based on the dollar value and the type of service required. Departments should assess their service needs well in advance to allow adequate time for compliance with competitive requirements. Contact the Office of Procurement Services as soon as a need is identified.

ETF

The ETF (Equipment Trust Fund) Program is administered by SCHEV (State Council of Higher Education for Virginia) and provides an additional funding source for the University. There could be two ETF ordering periods during a year; however, the early purchase process does not occur every year – it is up to the discretion of upper management as to whether or not there is an early purchase period. Normally, the University's item requests are sent to SCHEV in September

and our notice of authorization from SCHEV to proceed with the ETF purchases can be anywhere from October to February. It has varied each year.

Unauthorized Purchases

- **Sole Authority:** The Office of Procurement Services is the only department authorized to commit the university to purchasing goods and services, except for those cases where delegated purchasing authority is granted to specific university departments.
- **Consequences for Non-Compliance:** If a department or individual fails to follow this policy, they may lose their ability to make purchases on behalf of the university. Additionally, the person responsible for unauthorized purchases could be held personally and legally liable for any financial obligations incurred.

Purchases of Used Equipment

Used equipment is defined as equipment that has been previously owned and used and is offered for sale under "where is, as is" condition. It **does not** include demonstration or factory rebuilt items marketed through distribution outlets.

Used equipment purchases up to \$100,000 may be exempt from competitive purchase procedures. The following must be submitted with the eVA requisition for used equipment purchases less than or equal to \$100,000:

- Complete information describing the item; and,
- A written statement from an individual who is technically knowledgeable of the type of equipment to be purchased verifying the condition of the equipment, its future usefulness, and that its purchase would be in the best interest of the Commonwealth of Virginia and Longwood University; and,
- Confirmation of fair market value

Used equipment purchases greater than \$100,000 will follow the sealed competitive purchase procedures unless a waiver of competition (Proprietary or Sole Source Form) is approved in advance of the purchase. In such cases, contact one of the Procurement Officers in the Office of Procurement Services for assistance in the procurement process.

CHAPTER 9

Purchase Order Changes

Purchase Order Changes

Any time a change to a purchase order is required, departments should contact the Office of Procurement Services to discuss if a formal purchase order change is necessary. If so, purchase order changes must be initiated by the department through eVA. Some change orders do not integrate to Banner; therefore, the Office of Procurement Services will work with departments to ensure that purchase order changes are processed correctly and encumbrances are adjusted accordingly.

CHAPTER 10

Sources of Supply

This chapter discusses the sources of supply available to Longwood University purchasers. While, as noted below, the University's preferred source of supply is vendors holding current term contracts, other sources are sometimes more efficient or are mandated by law. University purchasers should have a general understanding of their use.

1. **GENERAL** The University is required to use those mandatory sources under the conditions outlined herein. While the University encourages the use of the non-mandatory sources identified, it is not required. It is important that for use of non-mandatory sources, special emphasis is placed on eVA-registered vendors and on SBSD certified small, women-owned and minority-owned businesses.

Mandatory Sources

University Term Contracts: These terms contracts have been put in place to obtain more favorable pricing, reduce lead time for processing orders, and reduce overall administrative costs, and shall be used by university departments unless the department can justify in writing that:

- a. The goods and/or services offered do not meet their immediate needs;
- b. More favorable pricing can be obtained by either use of another contract or by "spot" quote/solicitation; or
- c. The contract vendor cannot satisfactorily provide the goods and/or services within the requested time frame.

Note: The acquisition of term contract goods and/or services from other than the specified contract vendors without the above required justification may result in the requestor and associated department's loss of all decentralized purchasing authority, including the use of the University's Purchasing Card (PCard), if applicable.

Procurement Services policy related to mandatory use of university developed contracts is located on the Procurement Services website.

LU Term Contracts

LU establishes term contracts that allow departments to make on-demand purchases at contract pricing. Typically, term contracts are established through the RFP (Request for Proposal) process

when goods or services are purchased by the University on a repetitive basis ([See RFP Process](#)). Departments may use LU term contracts to make purchases for a variety of goods/services above their departmental delegation as these contracts have been competitively procured. Departments can locate most LU term contracts by visiting the LU [Contract](#) page.

Cooperative Term Contracts

Cooperative contracts issued by other public or private organizations or entities, including other educational institutions, public-private partnerships, public bodies, and purchasing organizations are allowed only when those contracts are procured competitively with comparable processes to that of Longwood University or the Commonwealth of Virginia. Seek advice from Procurement Services on cooperative contract usage.

Suggested websites for locating cooperative contracts for use:

- [Virginia Association of State College & University Purchasing Professionals \(VASCUPP\)](#)
- [Commonwealth of Virginia Contracts \(DGS/DPS\)](#)
- [Virginia Information Technologies Agency \(VITA\)](#)
- [Virginia Higher Education Procurement Consortium \(VHEPC\)](#)

Office Supplies

The Supply Room Companies (The Supply Room) and RGH Enterprises, Inc are the mandatory/exclusive vendors for office supplies. Prices for the most commonly ordered items as well as desktop delivery have been negotiated due to VASCUPP executing Master Agreements for both cooperative contracts. Punch-out catalogs are available in eVA to streamline the ordering process. The Supply Room is a certified women-owned small business and RGH is a certified minority small business.

RE Replacements/Grainger

Grainger/RE Replacements is a vendor that the University has a contract agreement with. You can find items such as safety vests, gloves, equipment, utility knives, and other miscellaneous equipment on their website.

Furniture

Virginia Correctional Enterprises (VCE) – Longwood mandates the use of VCE for all departmental furniture purchases unless the department is granted a release or the furniture is purchased through the TSRC (The Supply Room Company).

Catering/Dining

Aramark will have exclusive catering rights in all University Dining Locations-Dorrill Hall and Server Areas, the Ground floor of the University Center, Soza Ballroom, Oppenheimer Gallery, Stallard Ballroom, Rowe Gallery, Blackwell Ballroom Mayo Gallery Foyer, PE Room, Virginia Room, Martinelli Room and JBP public spaces. These areas are subject to change. In all other locations, Aramark will compete with other caterers for the University's business. **University Events and Ceremonies (UE&C)** serves as the official liaison between the University and any external event vendors, caterers, or food truck services your department may wish to engage, regardless of the event location. It is crucial that no commitments are made to any vendor without first securing an event confirmation from UE&C.

For your convenience, UE&C provides a comprehensive timeline and essential planning information, including a summary of Longwood Dining's terms of service. This will assist your department in making informed decisions as you evaluate catering options for your event.

University students, faculty and staff start your event request [HERE](#).

(The link to our page will be here <http://solomon.longwood.edu/eventservices> once updated.)

Software

In accordance with University Policy to ensure software-based technology, applications and services meet University information technology requirements, the requesting department shall initiate the Information Technology Services (ITS) Software Decision Analysis process. Pending ITS security review findings, the requesting department may be required to obtain an Addendum Form executed by the vendor. Upon submission of a requisition for software, the requesting department shall include all required documentation: License Agreement, Proposal/Quote, signed Addendum form (if required by ITS).

Computer Purchases

The University has established contracts with Dell and Apple for the University computers. Dell computers must be purchased from Dell via an eVA Purchase Order. See link: [Computer Options: Faculty/Staff - Longwood University](#)

CHAPTER 11

Fixed Assets

Purpose

- The **Commonwealth Accounting Policies and Procedures (CAPP) Manual** and **OMB Circular A-110** require the University to:
 - Maintain accurate **fixed asset inventories**.
 - Perform a **complete physical inventory** at least every two years.
 - Ensure **internal controls** to avoid audit findings and maintain compliance.
-

Fixed Asset Tracking

- The University uses **Sage software** for:
 - Tracking acquisition, disposal, and inventory of assets.
 - Ensuring compliance with state and federal regulations.
 - **Department inventory custodians** are responsible for reporting changes to the Fixed Asset Accountant.
 - Poor record accuracy found during audits will be reported to the department's **vice president**.
-

Fixed Asset Categories

1. **Capital Assets** – Cost \geq \$5,000, life > 1 year
 2. **Controllable Assets** – High-risk items (e.g., **mobile tech**)
 3. **Equipment Trust Fund (ETF)** – Funded by state bonds, cost \geq \$500
-

Depreciation & Useful Life

- **Straight-line depreciation** is used.
- Useful life is based on:
 - CAPP guidelines
 - Asset type
 - Departmental input (if needed)
- Useful life is reviewed during audits and adjusted if:
 - Asset shows unusual wear/damage
 - Fully depreciated assets are still in use

Capitalization Thresholds (Select Examples)

Asset Type	Threshold
Land	\$5,000
Infrastructure	\$5,000
Buildings	\$5,000
Building Improvements	\$100,000
Construction in Progress	\$5,000
Equipment	\$5,000
Fixed Equipment Replacements	\$50,000
Software (Intangible)	\$25,000
Other Intangibles	\$100,000

1. Equipment

(General, movable or fixed to a building)

- **Movable Equipment:**
 - Office furniture (desks, chairs, filing cabinets)
 - Computers, monitors, printers
 - Medical equipment (exam tables, ultrasound machines)
 - Lab equipment (centrifuges, microscopes)
 - Vehicles (campus security cars, maintenance trucks)
- **Fixed Equipment:**
 - HVAC units
 - Built-in kitchen appliances in dorms or cafeterias
 - Security systems hardwired into buildings
 - Elevator systems
 - Built-in laboratory fume hoods

2. Fixed Equipment Improvements or Replacements

(Capitalized if **\$50,000 or more**)

- Replacement of an entire HVAC system in a dormitory
- Upgrading built-in laboratory equipment across multiple labs
- Installing an advanced security camera system building-wide
- Replacement of centralized building automation systems

3. Software (Intangible Asset)

(Capitalized if cost is **\$25,000 or more**)

- Enterprise Resource Planning (ERP) systems (e.g., Banner, Oracle)
 - Library database systems (e.g., Ex Libris, JSTOR subscriptions for institutional access)
 - Learning management systems (e.g., Blackboard, Canvas)
 - Custom-built applications for research data management
-

4. Other Intangible Assets

(Capitalized if cost is **\$100,000 or more**)

- **Patents** developed by university researchers
- **Trademarks** (e.g., university logos, athletic branding)
- **Copyrights** on educational or digital content
- **Easements** or **rights-of-way** granted for campus utilities
- **Land use rights** (e.g., agreements with the city for park or shared facility use)

CHAPTER 12

Fiscal Year-End Cutoff

Fiscal Year-End Cutoff

Fiscal Year- End Cutoff Departments have the responsibility to ensure that requisitions to purchase goods and/or services which are to be paid from current fiscal year funds are submitted to the Office of Procurement Services early enough to allow for processing, vendor delivery, and invoice payment prior to fiscal year close-out deadlines. No absolute date can be established which will guarantee procuring, delivery, and invoicing prior to the year-end close due to external factors such as product availability and manufacturing time. Departments should identify a required delivery (and invoicing) date on the eVA requisition when the vendor's performance in that regard is critical. Delivery times may be considered in the evaluation of solicitation responses to purchasing proposals. If an order is placed prior to year-end, but not received before the year-end cutoff, departments should collaborate with the Budget Office to roll over the encumbrance. Please note that even if the encumbrance rolls, additional budget is not automatically rolled into the new fiscal year for that encumbrance. All orders are to be received and invoiced to apply to the current fiscal year. Contact the Office of Procurement Services for questions relating to this process. The Vice President for Finance and Administration releases a Memorandum each year that includes specific fiscal year-end cutoff dates. This Memorandum contains useful information for departments to use as a guide for planning expenditures.

CHAPTER 13

Small Purchase Charge Card

Small Purchase Charge Card (SPCC) offers departments an alternate payment method when making small purchases. This method gives departments the opportunity to purchase goods and services, costing **\$5,000** or less. Bank of America is the charge card vendor for the Commonwealth of Virginia.

The charge card eliminates vendor invoices and consolidates multiple vendor payments into one monthly payment to Bank of America. Bank of America makes payments directly to the vendors. Information reports are available to help cardholders and departments maintain control over purchases and payments. Departments shall maintain a record of their purchases so spending limits can be monitored and purchasing activity can be reconciled to the monthly card statements. Departments must retain all SPCC records for three (3) years plus current fiscal year for auditing by Accounts Payable.

Currently, use of the SPCC is limited to amounts up to **\$5,000** per purchase transaction without approval by Accounts Payable and Procurement Services to make purchases over that amount on the SPCC contact Procurement Services. Departments are liable for authorized charges made using the SPCC, cardholders are responsible for official University purchases only. The University does not permit use of the card for personal items; cash advances, and travel expenses (with the exception of mass transit and conference registration fees). To maximize the reduction in administrative costs, cardholders should make purchases from vendors who accept the card. Cardholders may contact the Small Purchase Charge Card (SPCC) Program Administrators at procurement@longwood.edu if they have questions concerning appropriate use of the card.

CHAPTER 14

Contract Types and Pricing Arrangements

This chapter will provide an overview of the various type contracts and/or delivery methods used for the acquisition of goods, services, insurance and construction. Typically, the customer's specific needs and requirements are the primary elements considered when selecting the applicable contract type and/or delivery method. Procurement Services will provide necessary guidance to its customers for selection of the appropriate contract type and/or delivery method for each associated procurement transaction.

The type of contract and pricing arrangement will stipulate the type and extent of required administrative efforts. The most widely used is the 'firm fixed-price' contract type, which is typically less costly to administer. It primarily requires proper receiving of the specified goods/services, and verification of the contract pricing components.

The following contract types describe special administrative considerations:

A. Requirements-Type Contracts

Effective administration of open-ended agreements requires that the Office of Procurement Services or designated contract administrator maintain a record of the degree of activity against these contracts verifying the activity is within the scope of the contract and is paid in accordance with the contracted price. Contractor performance and contract expenditure activity should always be examined prior to the exercise of any renewal provision or re-solicitation.

B. Time and Materials Contracts

It is essential that billed costs be analyzed (and challenged when appropriate) prior to approval for payment. There is no incentive for contractors to contain costs when using this type of contract. The University has an obligation to verify the legitimacy and accuracy of any costs submitted for reimbursement. When a time and materials agreement is used, the University must request a detailed job estimate and evaluate the reasonableness of its cost elements before authorizing the work to be performed. If it is determined that the estimate is not reasonable or in accordance with the terms of the contract, negotiations or the solicitation of additional estimates should be considered. Invoices should specify the amount and type of labor that is contained in the contract with the associated rates and the material costs so that verification of contract terms and pricing can be accomplished. The material costs should be supported with documentation as required in the contract (i.e., price list or invoiced cost).

C. Consultant Services

When the services of a consultant are utilized, especially when analysis and research are involved and the contractor's performance results in a written report or other document (i.e., the deliverable), it is imperative that the contract administrator periodically check the contractor's performance and assure that it is progressing to the degree anticipated. Crucial milestone or progress reports may be required to be submitted by the contractor in the solicitation which would assist in post-award administration of the contract. If performance is found not to be up to expectations, the contractor shall be given a "cure" notice with specific guidance on what must be done to adequately meet performance expectations.

D. Revenue Sharing Contracts

Service contracts for the management of cash operations (e.g., food services, canteen or bookstore operations, etc.) commonly permit the University to share in the revenues these activities generate rather than require any expenditure of funds. Commissions should normally be based as a percentage of gross receipts, and there should be some incentive for the contractor to contain costs. It is imperative that the University have some ability to verify gross sales under agreements of this type. Consideration should be given to consulting with internal auditors for administrative suggestions and/or requesting an annual audit. In addition, the disposition of any purchased capital equipment at termination, and additions to real property during the term of the agreement should also be addressed in the contract. Any attempts to establish such contracts may include input from the University's legal advisor to assure compliance with Code of Virginia, § 2.2- 1802 and Virginia Constitution, Article X, Sect. 7.

E. Multi-Departmental Contracts

Contracts that include terms and conditions and pricing schedules to be utilized by all University departments. Multi-departmental contracts do not encumber funds and may not have a designated contract administrator. Departments who use these contracts will generally be responsible for contract administration. Each contract should be reviewed to determine the specifics of the contract. For questions regarding multi-departmental contracts, please contact the Office of Procurement Services.

CHAPTER 15

High Risk Contracts

University Counsel

All High-Risk contracts must be submitted to the University Counsel for review and approval via the Office of Procurement Services. Legal counsel may be able to clarify or redraft an agreement so that the terms are legally permitted. Counsel's role is not to review or approve underlying business judgments. By law in Virginia, the General Assembly places this discretion in the sound judgment of the University's officials. It is incorrect to assume that a contract approved for legal sufficiency removes economic risk or the individual's authority and duty to responsibly weigh risk against benefit.

Procedure to submit a contract or agreement to the Office of the University Counsel

All Contracts or agreements are submitted to the Office of Procurement Services after being approved by the Division Head in the respective area. The Office of Procurement Services will work with the University Counsel to gain legal sufficiency and approval on contracts.

Unacceptable Contract Terms

The University Counsel will provide the following summary of forbidden contract provisions or terms which may be included in a contractor's proposal or agreement.

1. Requiring the Commonwealth to maintain any type of insurance for its benefit or for the contractor's benefit.
2. Requiring or stating that the terms of any contractor's form agreement shall prevail over the terms of the Commonwealth's terms.
3. Requiring the Commonwealth to defend, indemnify or hold harmless the contractor or any person or entity.
4. Imposing interest charges contrary to that specified by the Code of Virginia or imposing interest for any period prior to the receipt of contractor's invoice for payment.
5. Except in the case of agencies of the government of the United States, choosing anybody of law, except the law of the Commonwealth, as the governing law of the contract.
6. Permitting unilateral modifications of any contract by the contractor.
7. Binding the Commonwealth to any arbitration or to the decision of any arbitration board, commission, panel or other entity except a court of competent jurisdiction located in the Commonwealth.
8. Obliging the Commonwealth to pay costs of collection or attorney's fees.

9. Limiting the lawful remedies of the Commonwealth to seek enforcement or redress for any violation of statutory, regulatory or common law.
10. Providing a different statute of limitations other than that provided by the laws of Virginia.
11. Limiting the authority/responsibility of the Attorney General of Virginia as set forth in the statutes of Virginia, or any other official of the Commonwealth of Virginia.
12. Prohibiting the Commonwealth from recovering its lawful damages directly incurred as a result of any breach of contract. The Commonwealth and the contractor may agree to limit or eliminate liability for consequential or indirect damages.
13. Imposing any liability or responsibility on the Commonwealth contrary to the laws of Virginia.
14. Releasing the contractor or any other entity or person from its legal liability for unlawful or negligent conduct or failure to comply with any duty recognized or imposed by applicable law.
15. Imposing any obligation on the Commonwealth as a result of any promise, representation or statement by anyone without the authority to do so.
16. Waiving, directly or indirectly, the sovereign immunity of the Commonwealth of Virginia.

CHAPTER 16

Vendor Contracts/Agreements

Contract Review

Any new agreement or contract must be reviewed by the Office of Procurement Services. Include the eVa requisition number to confirm agreement approval, if applicable. Agreements without a procurement component such as academic agreements, Memorandum of Understanding, Memorandum of Agreement, etc. are reviewed by Procurement and Contracts and must use the Academic Approval Routing process to ensure all approvals are obtained. Contact Procurement Services for additional information.

Departments/Employees do not have the authority to sign contracts/agreements.

Vendor Terms

If a vendor requests that the University agree to the vendor's contract/agreement terms and conditions other than those specified on the purchase order or approved form, the contract/agreement must be submitted to the Office of Procurement Services for review and approval.

Departments are required to thoroughly review contracts and agreements before submitting them to the Office of Procurement Services to ensure any changes required for business needs have been noted on the contract/agreement. This includes, but is not limited to service contracts, lodging agreements, software agreements, performing artists agreements, license agreements, affiliation agreements, MOU's, etc.

Unauthorized Contract Clauses/Provisions

Departments should never agree to any terms which are not understood, or which expose the University to substantial and indeterminate monetary risk. The Office of Procurement Services will negotiate with vendors to eliminate objectional contract provisions. If necessary, the Office of Procurement Services will consult with the Office of the Attorney General.

If you have a question regarding vendor's contract/agreement terms, contact the Office of Procurement Services.

Contract Addendum Form

The Office of Procurement Services provides a “Contract Form Addendum to Contractor’s Form” that allows a streamlined process if the vendor agrees to accept the form. The Contract Form Addendum protects Longwood University by allowing both parties to agree to acceptable terms that have been pre-approved by the Commonwealth of Virginia Attorney General’s office.

Contract Files

It is crucial to maintain departmental contract files in an appropriate and accessible manner as they are subject to review upon request by the Office of Audit and Advisory Services, Auditor of Public Accounts, and the University’s Office of Procurement Services. Additionally, all procurements are governed by the Freedom of Information Act and are subject to public inspection.

Failure to keep proper documentation and adhere to the policies and procedures outlined as a departmental responsibility may result in the loss of delegated authority.

Individuals or departments with delegated authority are required to maintain all documentation related to their contracts for a minimum of five years after the expiration or termination of the contract, in accordance with the Commonwealth of Virginia’s Record Retention Policy.

CHAPTER 17

Appeals, Disputes and Protest

The University follows the “Rules” §54 for any and all appeals, disputes, protests and remedies (bidder, offeror, contractor) for (i) protests of a decision to award or an award, (ii) appeals from refusals to allow withdrawal of bids, (iii) appeals from disqualifications and determinations of non-responsibility, and (iv) appeals from decisions on disputes arising during the performance of a contract, or (v) any of these.

The following paragraphs provide guidance on procedures related to the various types of appeals, disputes, protests and remedies governed by “Rules” §54.

1. INELIGIBILITY (“Rules” §47)

- A. Any bidder, offeror or contractor refused permission to participate, or disqualified from participation, in public contracts to be issued by the Institution shall be notified in writing. Prior to the issuance of a written determination of disqualification or ineligibility, the Institution shall:
 - a. Notify the bidder in writing of the results of the evaluation,
 - b. Disclose the factual support for the determination, and
 - c. Allow the bidder an opportunity to inspect any documents that relate to the determination, if so, requested by the bidder within five business days after receipt of the notice.

Within 10 business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The Institution shall issue its written determination of disqualification or ineligibility based on all information in the possession of the Institution, including any rebuttal information, within five business days of the date the Institution received such rebuttal information.

If the evaluation reveals that the bidder, offeror or contractor should be allowed permission to participate in the public contract, the Institution shall cancel the proposed disqualification action. If the evaluation reveals that the bidder should be refused permission to participate, or disqualified from participation, in the public contract, the Institution shall so notify the bidder, offeror or contractor. The notice shall state the basis for the determination, which shall be final unless the bidder institutes legal action as provided in §54 of the “Rules”.

- B. 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.

2. APPEAL OF DENIAL OF WITHDRAWAL OF BID (“Rules” §48)

A decision denying withdrawal of bid shall be final and conclusive unless the bidder institutes legal action as provided in the “Rules” §54.

If no bid bond was posted, a bidder refused withdrawal of a bid prior to appealing, shall deliver to the institution a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low 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 not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, the sole relief shall be withdrawal of the bid.

3. DETERMINATION OF NON-RESPONSIBILITY (“Rules” §49)

Following public opening and announcement of bids received on an Invitation to Bid, the institution shall evaluate the bids in accordance with the definition of "competitive sealed bidding." At the same time, the institution shall determine whether the apparent low bidder is responsible. If the institution so determines, then it may proceed with an award in accordance with the definition of "competitive sealed bidding" as defined in the “Rules” §4. If the institution determines that the apparent low bidder is not responsible, it shall proceed as follows.

- A. Prior to the issuance of a written determination of non-responsibility, the institution shall:
 - a. Notify the apparent low bidder in writing of the results of the evaluation;
 - b. Disclose the factual support for the determination;
 - c. Allow the apparent low bidder an opportunity to inspect any documents which relate to the determination, if requested by the bidder within five business days after receipt of the notice.
- B. Within 10 business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The institution shall issue its written determination of responsibility based on all information in the possession of the institution, including any rebuttal information, within five business days of the date the institution received such rebuttal information. At the same time, the institution shall notify the bidder in writing, with return receipt requested, of its determination.

- C. Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within 10 days after the receipt of the notice by invoking administrative procedures of § 55 of the “Rules”, if available, or in the alternative by instituting legal action as provided in § 54 of the “Rules”.
- D. This shall not apply to procurements involving the prequalification of bidders and the rights of any potential bidders under such prequalification to appeal a decision that such bidders are not responsible.

If, upon appeal it is determined that the decision of the public body was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question or directed award or both. If it is determined that the decision of the public body was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms of the Invitation to Bid, and an award of the contract has been made, the relief shall be as set forth in the “Rules” §50. B.

A bidder contesting a determination that he is not a responsible bidder for a particular contract shall proceed under this section, and may not protest the award or proposed award under the “Rules” §49. C.

Nothing contained in this section shall be construed to require an institution, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

4. PROTEST OF AWARD OR DECISION TO AWARD (“Rules” §50)

Any bidder or offeror, who desires to protest the award or decision to award a contract, shall submit the protest in writing to the Institution, or an official designated by the Institution, no later than 10 days after the award or the announcement of the decision to award, whichever occurs first. Public notice of the award or the announcement of the decision to award shall be given by the Institution in the manner prescribed in the terms or conditions of the Invitation to Bid or Request for Proposal. Any potential bidder or offeror on a contract negotiated on a sole source or emergency basis who desires to protest the award or decision to award such contract shall submit the protest in the same manner no later than 10 days after posting or publication of the notice of such contract as provided in §5 of the “Rules”.

However, if the protest of any actual or potential bidder or offeror depends in whole or in part upon information contained in public records pertaining to the procurement

transaction that are subject to inspection under §34 of the “Rules”, then the time within which the protest shall be submitted shall expire 10 days after those records are available for inspection by such bidder or offeror under §34, or at such later time as provided in this section. 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 Institution or designated official shall issue a decision in writing within 10 days stating the reasons for the action taken. This decision shall be final unless the bidder or offeror appeals within 10 days of receipt of the written decision by invoking administrative procedures meeting the standards of §55 of the “Rules”, if available, or in the alternative by instituting legal action as provided in §54. Nothing in this subsection shall be construed to permit a bidder to challenge the validity of the terms or conditions of the Invitation to Bid or Request for Proposal. The use of Alternative Dispute Resolution (ADR) shall constitute an administrative appeal procedure meeting the standards of §55 of the “Rules”.

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 Institution shall cancel the proposed award or revise it 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 Institution may declare the contract 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.

Where the Institution, or an official designated by it, determines, 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 the “Rules”, the Institution, designated official may enjoin the award of the contract to a particular bidder.

5. EFFECT OF APPEAL UPON CONTRACT (“Rules” §51)

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

6. STAY OF AN AWARD DURING PROTEST (“Rules” §52)

An award need not be delayed for the period allowed a bidder or offeror to protest, but in the event of a timely protest as provided in § 50 of the “Rules”, or the filing of a timely legal action as provided in § 54, no further action to award the contract shall 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.

7. CONTRACTUAL DISPUTES (“Rules” §53)

- A. Contractual claims, whether for money or other relief, shall be submitted in writing no later than 60 days after final payment. However, written notice of the contractor's intention to file a claim shall be 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 claims shall not delay payment of amounts agreed due in the final payment.
- B. The Institution shall include in its contracts a procedure for consideration of contractual claims. Such procedure, which may be contained in the contract or may be specifically incorporated into the contract by reference and made available to the contractor, shall establish a time limit for a final decision in writing by the Institution. If the Institution has established administrative procedures meeting the standards of § 55 of the “Rules”, such procedures shall be contained in the contract or specifically incorporated in the contract by reference and made available to the contractor. The Institution may require the submission of contractual claims pursuant to any contract to Alternative Dispute Resolution (ADR) as an administrative procedure.
- C. A contractor may not invoke administrative procedures meeting the standards of § 55 of the “Rules”, if available, or institute legal action as provided in § 54, prior to receipt of the Institution's decision on the claim, unless the Institution fails to render such decision within the time specified in the contract.
- D. The decision of the Institution shall be final and conclusive unless the contractor appeals within six months of the date of the final decision on the claim by instituting legal action as provided in §54.

8. LEGAL ACTIONS (“Rules” §54)

- A. 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 appropriate circuit court challenging that decision, which shall be reversed only if the petitioner establishes that the decision was not
 - a. An honest exercise of discretion, but rather was arbitrary or capricious;
 - b. In accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid; or

- c. In the case of denial of prequalification, based upon the criteria for denial of prequalification set forth in subsection B of §14 of the “Rules”. In the event the apparent low bidder, having been previously determined by the Institution to be not responsible in accordance with §4 of the “Rules”, is found by the court to be a responsible bidder, the court may direct the Institution to award the contract to such bidder in accordance with the requirements of this section and the Invitation to Bid.
- B. A bidder denied withdrawal of a bid under §23 of the “Rules” may bring an action in the appropriate circuit court challenging that decision, which shall be reversed only if the bidder establishes that the decision of the Institution was not
 - a. An honest exercise of discretion, but rather was arbitrary or capricious or
 - b. In accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation to Bid.
- C. A bidder, offeror or contractor, or a potential bidder or offeror on a contract negotiated on a sole source or emergency basis in the manner provided in §5 of the “Rules”, whose protest of an award or decision to award under §50 of the “Rules” is denied, may bring an action in the appropriate circuit court 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:
 - a. An honest exercise of discretion, but rather is arbitrary or capricious or
 - b. In accordance with the Constitution of Virginia, applicable state law or regulation, or the terms and conditions of the Invitation to Bid or Request for Proposal.
- D. If injunctive relief is granted, the court, upon request of the Institution, shall require the posting of reasonable security to protect the Institution.
- E. A contractor may bring an action involving a contract dispute with the Institution in the appropriate circuit court. Notwithstanding any other provision of law, the Comptroller shall not be named as a defendant in any action brought pursuant to the “Rules” or §33.1-387 of the Code of Virginia, except for disputes involving contracts of the Office of the Comptroller or the Department of Accounts.
- F. A bidder, offeror or contractor need not utilize administrative procedures meeting the standards of §55 of the “Rules”, if available, but if those procedures are invoked by the bidder, offeror or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the Institution agrees otherwise.
- G. Nothing herein shall be construed to prevent the Institution from instituting legal action against a contractor.

9. ADMINISTRATIVE APPEALS PROCEDURE (“Rules” §55)

Although the University is authorized to establish an administrative appeals procedure, it has chosen not to develop such procedures, but rather will rely on legal action for such determinations (“Rules” §56). However, the University reserves the right the use Alternate Dispute Resolution (ADR) for hearing appeals from decisions on disputes arising during the performance of a contract or when it is deemed to be in the best interested of the University.

10. ALTERNATIVE DISPUTES RESOLUTION (“Rules” §56)

The Institution may enter into agreements to submit disputes arising from contracts entered into pursuant to these “Rules” to arbitration and utilize mediation and other alternative dispute resolution procedures. However, such procedures shall be nonbinding and subject to §2.2-514 of the Code of Virginia, as applicable.

CHAPTER 18

Contract Administration

The Office of Procurement Services is responsible for ensuring all departmental Contract Administrators understand the responsibilities of executing and managing a term contract. University department heads are responsible for identifying Contract Administrators for contracts that have been established for the department's use. Contract Administrators oversee contract performance to ensure the contractor performance remains in accordance with contract stipulations. It is essential that the Contract Administrator promptly notify the appropriate Procurement Officer if there is a problem with a contract. Contract administration begins with the signing (execution) of a contract by an authorized representative of the University who holds signature authority. The purpose of contract administration is to ensure that the Contractor performs in accordance with the terms and conditions of the contract. Contract administration includes all actions taken by the Office of Procurement Services and the assigned Contract Administrator after the award of a contract. As such, proper contract administration requires the cooperation, coordination, and communication of both the Procurement Officer that established the contract and the Contract Administrator. Although they are separate and distinct functions, each of these positions plays a vital role in the total scope of contract administration. The following information details the Contract Administrator's responsibilities after the procurement has been authorized. Contract Administrators that do not have access to eVA to create a purchase request or to complete receiving must work directly with their departmental eVA account user.

Follow-up and Contract Kick-Off

After a term contract is awarded, the Contract Administrator should perform any necessary follow-up and contract kick-off meetings with the Contractor. In the event of poor contractor performance, the Contract Administrator must begin documenting all activity concerning noncompliance. When a problem occurs, the Contractor Administrator should notify the Contractor either verbally or in writing of the issues involved. If the issue cannot be resolved in a timely manner, the Contract Administrator must immediately contact the appropriate Procurement Officer in the Office of Procurement Services, provide supporting documentation and request assistance.

Receipt of Goods and/or Services

Only the eVA user that created the eVA purchase order has access to the purchase order to enter receiving in eVA. The user ensures the individual physically receiving the goods and/or services maintains a copy of the purchase order/contract and is fully informed of the requirements of the contract. The inspection of the items or services received and the

completion of the receiving report in eVA should be completed as soon as possible, but no more than three (3) working days after delivery. The receiving date must be the actual date the goods and/or services were received on campus; not the date on which the receiving is entered in eVA. The receiving date is used by Accounts Payable to determine the actual payment date for the vendors to maintain compliance with the Commonwealth Prompt Pay Act.

Over Shipments/Overruns

The Contract Administrator should decline excess goods unless authorized by a valid purchase order or change order. Any over shipment should be rejected even after receiving receipt. The Contract Administrator must notify the Contractor (or coordinate with the Department of Procurement and Contracts) that the over shipment will not be accepted and will be returned at the Contractor's expense unless picked up by the Contractor. Printing orders allow up to 10% overruns and underruns which conform to industry standards and are therefore considered acceptable. Accounts Payable will process payments of up to ten percent over the purchase order amount for printing orders only.

Lost or Damaged Shipments

Contract Administrators must promptly inspect deliveries for shipping damage or loss. All damaged or lost merchandise must be documented and reported to the appropriate Procurement Officer. Damaged or lost merchandise must be reported within seven (7) days of receipt and prior to removal from the point of delivery. The Contractor must promptly replace any merchandise that is damaged or lost. The Contractor is responsible for initiating a claim against the carrier if necessary. In cases where the damage affects a small quantity and is approved by the department, the Contractor may subtract the value of the damage or loss from the University invoice instead of replacing the items. The Contract Administrator should instruct the eVA account user not to finalize the receipt of damaged goods in the eVA system.

Inspection, Acceptance, and Continuous Monitoring of Performance (including SWaM Subcontracting Requirements)

The Contract Administrator is responsible for inspecting, accepting, and consistently monitoring contract performance. Inspection is the examination of the delivered goods and/or services to ensure compliance with contract requirements or specifications. It includes the determination that:

- Unless otherwise specifically ordered, the delivery consists of new and unused merchandise; and

- Goods and/or services provided are of the quality, grade, standard or any other aspect specified in the purchase order/contract. The continual monitoring of the Contractor's performance is critical to the success of the contract. The Contract Administrator is also responsible for ensuring the Contractor is meeting SWaM certification and subcontracting requirements as stated in their response to the University's solicitation and to which they are contractually bound. If guidance is required relative to contract administration or assistance is needed in resolving Contractor compliance issues, contact the Office of Procurement Services.

Rejection of Order

Contract Administrators are responsible for the rejection of goods and services whenever they do not meet contract requirements, and such rejections must be fully documented. Documentation shall be provided to the Office of Procurement Services by the user department. Communication with the Office of Procurement Services is necessary for the Office of Procurement Services to take the appropriate default actions as provided for in the contract.

Cancellations and Changes to Contracts

Contract Administrators do not have the authority to make any contract changes or cancellations. Cancellations and changes to contracts must go through the appropriate Procurement officer. Contract changes or cancellations must be requested, in writing, by the Contract Administrator, to the appropriate Procurement Officer. These are considered legal actions. After review, and confirmation, the Procurement Officer will execute a contract modification or cancellation.

Vendor Noncompliance (Complaints)

Departments that encounter problems in dealing with a vendor should contact the Office of Procurement Services for assistance in resolving the problem. Procurement Services can assist in resolving complaints related to:

- Non-delivery.
- Over/under shipments.
- Delinquent deliveries.
- Improper billing; and Receipt of non-conforming materials or services-failure to perform.

Feedback on the quality of goods or services from vendors doing business with the University is critical to all University departments, as well as agencies within the Commonwealth. To ensure the best goods and/or services for users, the Office of Procurement Services takes Contractor noncompliance very seriously.

CHAPTER 19

Surplus Property

DISPOSALS & SURPLUS PROPERTY

Surplus is equipment purchased with University funds which has reached the end of its useful life and/or is considered obsolete. The purpose for surplus property is to maximize the benefit of surplus property by either reassigning or maximizing revenue generated from disposal. The Office of Procurement Services shall be responsible for the disposition of all surplus property. Departments shall not dispose of any surplus assets, regardless of salvage value. Once a department determines they have an item to turn in, a “Surplus Property Report or Trade in Form” is submitted to Procurement Services. Procurement Services determines if the item has value. The surplus property with value may be stored in the Procurement Services Surplus Warehouse or in the requesting campus department, if appropriate due to logistical challenges. The Surplus Property Warehouse is a secured area but surplus property may be viewed when accompanied by authorized Procurement Services staff. Once an item is identified as surplus property, the items are made available to be reissued to Departments for a limited amount of time. Any and all proceeds received for the disposition of equipment shall be deposited into the appropriate account as directed by the Vice President for Administration and Finance.

Methods of Disposal Procurement Services shall be authorized to use any disposal method deemed to be in the best interest of the University. Those methods include, but shall not be limited to the following:

Sale: If the surplus item is considered to have salvage value, the University may dispose of the equipment by:

- Public Auction
- Set-Price Sales
- Sealed Bids
- E-auction

Sale of Scrap: Many items that are no longer usable may have a residual value. Property Control may arrange for the sale of scrap items.

Trade In: Cost allowance provided by vendor for purchase of new equipment.

Department shall not trade in equipment for credit toward the purchase of new equipment without the advanced approval of the Office of Procurement Services.

Donation: Procurement Services may approve the donation of surplus items to another state or local governmental agency.

Cannibalization: Disassembling an item to use its components for repair or maintenance of a similar item is authorized only if cannibalization has more potential value and benefit than disposal or trade-in of the item. Procurement Services must grant approval before an item is cannibalized and removed from the Department’s property list.

Hazardous Materials: The University disposes of surplus items that may have environmental issues or impact through the University's recycling program, Environmental Health or the Department of General Services, Division of Purchases and Supply in Richmond.

Sales to Employees: To avoid any appearances of impropriety in the disposition program, employees of Procurement Services that have a direct responsibility for surplus property sales, may not purchase surplus items. Employees without connection to the item being disposed of may purchase surplus property through public auction, set-price sales, sealed bids or e-auction. **Security of Property:** Departments are responsible for the reasonable care and security of items declared surplus during the entire disposal process. ix. Disposal of Computer Data: OCCS Data Center - Disposal of Data Compliance Procedure

CHAPTER 20

Training

The Office of Procurement Services provides a wide range of training options, all available through the Procurement Services website. eVA training is a mandatory prerequisite for all employees before they can access eVA. To accommodate both new hires and those who may need a refresher, we offer monthly training sessions. New employees are always invited to attend these sessions, and anyone else wishing to strengthen their understanding of eVA or the procurement process is welcome to join as well. Additionally, for individuals looking to dive deeper into purchasing protocols or requiring more tailored guidance, our team offers comprehensive in-house training sessions. Our goal is to ensure that every member of our staff is fully equipped with the knowledge and skills needed to navigate these essential procedures.

CHAPTER 21

Freedom of Information Act (FOIA)

Longwood University adheres to the Virginia Freedom of Information Act, Code of Virginia (§2.2-3700 et seq).

- 1) Public inspection of certain records. Except as provided in this section, all proceedings, records, contracts and other public records relating to 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.).
- 2) Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- 3) 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 public body 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.
- 4) 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 that the public body decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to public inspection only after award of the contract.
- 5) Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- 6) Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction or prequalification application submitted pursuant to subsection B of §2.2-4317 shall not be subject to the Virginia Freedom of Information Act (§ 2.2-3700 et seq.); however, the bidder, offeror or contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary.