



***HOW TO DO BUSINESS
WITH
NEWPORT NEWS
PUBLIC SCHOOLS***

***A VENDOR'S GUIDE TO
UNDERSTANDING
NNPS
PROCUREMENT
PRACTICES***

October 2022

NEWPORT NEWS PUBLIC SCHOOLS (NNPS)

PROCUREMENT DEPARTMENT

The following Procurement Department contact information is provided to assist vendors in conducting business with NNPS.

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INTRODUCTION

The NNPS Procurement Department serves as a liaison between vendors and all NNPS schools and departments. The goal of the Procurement Department is to provide goods and services necessary to support the education of children, in the proper quantity and quality, at the lowest possible cost, to all NNPS schools and departments. Procurement activities are performed in accordance with applicable NNPS policies and Federal and State laws and regulations to ensure all vendors have access to compete for NNPS business.

The purpose of this handbook is to assist vendors in understanding the procurement policies and procedures of NNPS.

MISSION

Procurement's mission is to guide and direct NNPS in the procurement of high quality goods and services at reasonable cost in support of the education of the children in the school division, while promoting maximum feasible competition and fairness, complying with legal and budgetary requirements, and maximizing the value of taxpayer dollars.

FUNDAMENTAL PROCUREMENT PRINCIPLES

The intent of the Virginia General Assembly and the purpose of the *Virginia Public Procurement Act (VPPA)*, *Code of Virginia*, 1950 as amended, is set forth in § 2.2-4300(C). This section states:

To the end:

- That public bodies in the Commonwealth obtain high quality goods and services at reasonable cost,
- That all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety,
- That all qualified vendors have access to public business, and
- That no offeror be arbitrarily or capriciously excluded,
- That competition be sought to the maximum feasible degree,
- That procurement procedures involve openness and administrative efficiency,
- That individual public bodies enjoy broad flexibility in fashioning details of such competition,
- That the rules governing contract awards be made clear in advance of the competition,
- That specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor, and
- That the purchaser and vendor freely exchange information concerning what is sought to be procured and what is offered.

ETHICS

The ethical responsibilities of NNPS employees and agents of NNPS having responsibility for a procurement transaction are set out in Article 6 of the VPPA, Ethics in Public Contracting, § 2.2-4367 through § 2.2-4377. It will be the responsibility of the Purchasing Agent to assure that all procurement practices and transactions are within the framework and guidelines set forth by the School Board Policy DJA, Fiscal Management, Purchasing Authority and Procedures, Policy DJA.

CONFLICT OF INTEREST

Each bidder or offeror shall certify, upon signing a bid or proposal, that to the best of his or her knowledge no NNPS official or employee having official responsibility for the procurement transaction, or a member of the bidder or offeror's immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the bid or proposal. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the contract.

EMPLOYMENT DISCRIMINATION PROHIBITED

VPPA § 2.2-4311 prohibits employment discrimination by contractors hired by NNPS and requires that every NNPS contract over ten thousand dollars (\$10,000) include language to this effect.

OFFICE HOURS

NNPS business hours are from 7:45 A.M. to 4:30 P.M., Monday through Friday, excluding NNPS holidays. A listing of NNPS holidays is available on the NNPS web site at sbo.www.nn.k12.va.us.

UNSCHEDULED CLOSURE

In the event NNPS declares administrative or liberal leave on a day of a scheduled bid opening or receipt of proposals, the bid opening or receipt of proposals deadline will be extended to the next business day.

VISITS

Sales representatives are a valuable resource for obtaining specifications and information on product advancements. NNPS values their visits, and staff is available to discuss their ideas and concerns. However, Purchasing recommends that sales representatives call for an appointment to ensure the NNPS buyer familiar with their product category is available.

BIDDER'S LIST

eVA, the Commonwealth of Virginia eProcurement Portal maintains a list of prospective bidders categorized by class and type of commodity for NNPS. To be placed on the bidders' list, vendors may register on-line with eVA at www.eva.virginia.gov or contact eVA Customer Care via phone at 1-866-289-7367.

It is the responsibility of each vendor to keep its business profile current by notifying eVA when changes occur regarding the products or services offered, address and other contact information, ownership, or status as a bidder. Registration on the bidder's list will generate notification to the vendor when an NNPS Request For Quotation (RFQ), Invitation For Bid (IFB), or Request For Proposal (RFP) is posted on the web site. NNPS also posts IFB's and RFP's on the Purchasing Department Bid Board located just outside the department entrance in the NNPS Administration Building and on the NNPS website at <http://sbo.nn.k12.va.us>. It is the vendor's responsibility to check these notices posted by the Purchasing Department.

POSTING BID NOTICES

The Procurement Department seeks maximum feasible competition. In achieving this goal, NNPS publicizes IFB's and RFP's as follows:

- Posting on the Bid Board as specified above;
- Posting on the NNPS website, <http://sbo.nn.k12.va.us/purchasing>;
- Posting on eVA, www.eva.virginia.gov;
- NNPS may post RFP's in a newspaper of general circulation

METHODS OF PROCUREMENT/SOLICITATION

NNPS uses five (5) primary methods of procurement when soliciting competition for goods and services, as follows:

1. Small purchases, for the procurement of goods and services less than \$100,000, as set forth in the NNPS Purchasing Manual.
2. Competitive sealed bidding, a formal process, used for the procurement of goods or services with a dollar value of \$100,000 or more [VPPA § 2.2-4301]. Formal sealed bids are solicited using a written *Invitation for Bid*.
3. Competitive negotiations, also a formal process, used for the procurement of goods/services or insurance [VPPA § 2.2-4301]. RFP's are posted in the Purchasing Department, and published in a newspaper of general circulation at least ten (10) calendar days prior to the closing date.

Services procured through competitive negotiations fall into two categories [VPPA § 2.2-4303]:

- a. Professional Services

All professional services expected to exceed \$80,000 shall be procured through competitive negotiations. Professional services include work performed by an independent contractor within

the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, medicine, optometry, pharmacy or professional engineering.

b. Other than Professional Services

Competitive negotiations for other than professional services expected to exceed \$100,000 are solicited by a Request for Proposal (RFP) upon written determination by Purchasing that competitive sealed bidding is neither practicable nor fiscally advantageous.

4. Sole Source, used when “upon determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding”.
5. Emergency purchases, used in an emergency situation in which the immediate public health, safety, or welfare is involved, or the purchase is required to protect or preserve public properties without delay.

COMPLIANCE WITH STATE LAW; FOREIGN AND DOMESTIC BUSINESSES AUTHORIZED TO TRANACT BUSINESS IN THE COMMONWEALTH

1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.
2. A bidder/offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 will include in its bid or proposal the identification number issued to it by the State Corporation Commission in the space provided below. Any bidder/offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement why the bidder/offeror is not required to be so authorized. Bidder/offeror is to include the VA Code reference authorizing the exemption in said statement.
3. Any bidder/offeror described in the foregoing Subsection 2. that fails to provide the required information shall not receive an award unless a waiver of this requirement is granted by the Superintendent or designee.
4. Any business entity described in the foregoing Subsection 1. that enters into a contract with NNPS shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

BRAND NAME OR NNPS APPROVED EQUALS

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which NNPS in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, will be accepted.

FORMAL SPECIFICATIONS

When a solicitation contains a specification stating no substitutes, no deviation from the specification will be permitted and the bidder will be required to furnish articles in conformity with that specification.

SAMPLES

Samples of materials or equipment for testing, evaluation, or demonstration purposes, when requested in a solicitation must be furnished at no cost. Each individual sample must be labeled with the bidder's or offeror's name, manufacturer's brand name and number, requisition number or contract program, and item referenced. Samples submitted by the successful bidder or offeror may be held for comparison with goods received. All samples submitted may be subjected to tests and evaluation by either a qualified laboratory or test panel, and the results will be a factor in making the award. Samples not destroyed in testing will be returned, if requested, to the bidder or offeror at his or her expense. Requests for return of samples will be honored upon the completion of testing and evaluation. Samples will be disposed of if not claimed within 60 days after pick-up notification

has been given.

WITHDRAWAL OF BIDS

A bidder for a contract may request withdrawal of his or her bid under the following circumstances:

1. A bidder may withdraw his bid from consideration if the price bid was substantially lower than the other bids due solely to a mistake in the bid, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
2. If a bid contains both clerical and judgment mistakes, a bidder may withdraw his bid from consideration if the price bid would have been substantially lower than the other bids due solely to the clerical mistake, that was an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid that shall be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn.
3. Requests for withdrawal of bids prior to opening of such bids shall be transmitted to the NNPS Purchasing Agent in writing.
4. Requests for withdrawal of bids after opening of such bids but prior to award shall be transmitted to the NNPS Purchasing Agent, in writing, accompanied by full documentation supporting the request. The bidder shall give notice in writing of his claim of right to withdraw his bid within two (2) business days after the conclusion of the bid opening procedure and shall submit original work papers with such notice. If bid bonds were tendered with the bid, NNPS reserves its right to exercise collection.
5. No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent. If a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

CONTRACT AWARD

Contracts will be awarded as follows:

- **Invitation For Bid:**
Will be awarded to the lowest responsive and responsible bidder. A responsive bidder is defined as one who has submitted a bid which conforms in all material respects to the Invitation For Bid. A responsible bidder is defined as one who has the capability, in all respects, to perform fully the contract requirements, and the moral and business integrity and reliability which will ensure good-faith performance. (The Purchasing Agent reserves the right to award bids on the overall low total or the split low total, whichever is deemed to be in the best interest of NNPS).
- **Request For Proposal (Competitive Negotiation)**
Professional Services and Non-Professional Services contracts will be awarded to the Offeror that is fully qualified and has made the best proposal. Offerors will be selected for negotiations based on the evaluation criteria specified in the Request for Proposal.

NOTIFICATION OF SUCCESSFUL VENDOR

Successful vendors are notified by receipt of a signed purchase order or by any other properly authorized contractual agreement indicating award.

PROTEST OF AWARD OR NOTICE OF INTENT TO AWARD

Any bidder or offeror may protest the award or decision to award a contract by submitting a protest in writing to

the NNPS Purchasing Agent no later than ten (10) days after the award or the posting of the "Notice of Intent to Award", whichever occurs first. 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 such protest in the same manner no later than ten (10) days after posting or publication of the notice of such contract. 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.

POINT OF DESTINATION

All materials shipped to NNPS must be shipped F.O.B. DESTINATION unless otherwise stated in the contract or purchase order.

NNPS DELIVERY/INVOICE ADDRESS

All materials, goods, services ordered by NNPS must be delivered to the "Ship to" address indicated on the purchase order. Invoices for NNPS orders must be submitted to the "Invoice" address indicated on the purchase order.

PACKING SLIPS/DELIVERY TICKETS

Vendor shall include a packing slip/delivery ticket with each delivery. The packing slip/delivery ticket shall contain, at a minimum, the following information for each item delivered:

1. Purchase Order number;
2. Name of the item and stock number (Supplier's);
3. Quantity ordered;
4. Quantity shipped;
5. Quantity back ordered; and
6. Name of the vendor.

Vendors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

PAYMENT

Payment will be made by NNPS after satisfactory performance of the contract, in accordance with all of the provisions thereof, and upon receipt of a properly completed invoice. NNPS reserves the right to withhold any or all payments or portions thereof for Vendor's failure to perform in accordance with the provision of the contract or any modifications thereto.

PUBLIC INSPECTION OF RECORDS

VPPA § 2.2-4342 states that all proceedings, records, contracts and other public records relating to procurement transactions will be open to inspection by any interested person, firm, or corporation in accordance with the Virginia Freedom of Information Act (§2.1-340, et seq). Cost estimates prepared by NNPS relating to a proposed procurement transaction prepared by or for a public body will not be open to public inspection.

CONTRACTOR REGISTRATION (LICENSE)

It is the contractor's responsibility to comply with the rules and regulations issued by state regulatory agencies. An unlicensed vendor submitting a bid or proposal where such license is required is in violation of state law and the bid or proposal will be rejected. A vendor bidding on construction, demolition, repair, or improvements to facilities must be a registered contractor with the Department of Professional and Occupational Regulation in accordance with Code of Virginia, Title 54.1, Chapter 11, as follows:

If a procurement of \$1,000 or more involves construction, removal, repair, or improvement of any building or structure permanently annexed to real property or any other improvement to such real property, the contractor must possess one of the following licenses issued by the State Board for Contractors for the type of work involved prior to submitting a bid or proposal (Code of Virginia, §§ 54.1-1103 and 54.11115):

Contractor License A - If the contract is \$120,000 or more or if the contractor does \$750,000 or more business within a 12-month period.

Contractor License B - \$10,000 or more, but less than \$120,000 or if the contractor does \$150,000 or more, but less than \$750,000 in business within a 12-month period.

Contractor License C - Over \$1,000, but less than \$10,000 or if the contractor does less than \$150,000 in business within a 12-month period. NOTE: The Board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors.

Work undertaken by a person providing construction, remodeling, repair, improvement, removal, or demolition valued at \$2,500 or less per project on behalf of a properly licensed contractor, provided that such contractor holds a valid license in the residential or commercial building contractor classification shall be exempt for licensure. However, any construction services that require an individual license or certification shall be rendered only by an individual licensed or certified in accordance with Chapter 11 of Title 54.1 of the Code of Virginia.

Further, any contractor that directly employs or otherwise contracts with a person who is not credentialed by the State Board for Contractors for work requiring a credential under Chapter 11 of Title 54.1 of the Code of Virginia, shall be solely responsible for any monetary penalty or other sanction resulting from the act of employing or contracting with a person who lacks the proper credential based upon such person's failure to obtain or maintain the required credential.

In addition, all nonresident contractors and subcontractors submitting bids on the above work who are not registered with the Department of Professional and Occupational Regulation shall register with the Department of Labor and Industry under the provisions of Code of Virginia, § 40.1-30.

TIME OF PERFORMANCE

A specific date or number of calendar days required for delivery or performance after receipt of order may be stated in the terms and conditions of a solicitation. Otherwise, the date or number of days must be entered by the bidder in the space provided on the solicitation form.

BONDING REQUIREMENTS

In some instances, to reduce NNPS' financial risk in the event a contractor fails to perform or defaults on a contract, NNPS may require bonding in addition to State Code requirements. The five (5) types of bonds that are frequently used in contracts to procure goods and services, and their definitions, are as follows:

- A bid bond guarantees that the bidder will enter into a contract if selected as the lowest responsive and responsible bidder. If a bidder does not accept the award, the bid bond is forfeited.
VPPA § 2.2-4336 requires that, except in cases of an emergency, all bids or proposals for construction contracts in excess of \$100,000 be accompanied by a bid bond. The amount of the bid bond will be established by NNPS and published in the IFB. Bidders shall submit the bid bond with their bid. If the bid bond is not submitted with the bid, the Bidder shall be considered non-responsive.
- A performance bond guarantees that a contractor will perform the contract in accordance with the contract terms. The surety who issued the bond may either fulfill the contractual requirements or pay damages up to the bond limit. This bond is used most frequently in construction contracts.
VPPA § 2.2-4337 (1) requires a performance bond in the sum of the contract amount for all public construction contracts exceeding \$500,000.
- A contract bond, similar to a performance bond, guarantees the contractor will perform pursuant to the terms and conditions of the contract. While performance bonds are used primarily for construction projects, contract bonds are used for service contracts such as microcomputer purchases, grass cutting services, janitorial services, and computer programming services.
- A payment bond guarantees the contractor will pay all suppliers and subcontractors who assist in the performance of their work.

VPPA § 2.2-4337 (2) requires a payment bond in the sum of the contract for any construction contract exceeding \$500,000.

- A fidelity bond is similar to an insurance policy and guarantees against losses that may result from proven acts of dishonesty on the part of the contractor's employees. Fidelity bonds are often required in service contracts when the contractor's employees will handle cash or are exposed to opportunities for theft.
- In accordance with VPPA §2.2-4338A; In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond.

CONTRACTUAL DISPUTES

Any dispute concerning a question of fact as a result of a contract with NNPS which is not disposed of by agreement shall be decided by the NNPS Purchasing Agent, who shall reduce his decision to writing and mail or otherwise forward a copy thereof to the contractor within thirty (30) days. The decision of the NNPS Purchasing Agent shall be final and conclusive unless the contractor appeals within six (6) months of the date of the final written decision by instituting legal action as provided in the Code of Virginia. A contractor may not institute legal action, prior to receipt of the public body's decision on the claim, unless the public body fails to render such decision within the time specified.

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

EQUAL OPPORTUNITY AND SWaM BUSINESS PARTICIPATION

It is NNPS' policy to encourage the participation of Small, Women and Minority (SWaM) owned businesses in the School Board's procurement activities. Toward that end, the School Board encourages firms owned by SWaM businesses to compete and encourages firms to participate through partnerships, joint ventures, subcontracts, and other contractual opportunities.