

# CONTRACT ADMINISTRATION POLICY (rev. Jan 2012)

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**General.** Contract administration begins after award of the contract. Its purpose is to assure that the contractor's and University's total performance is in accordance with the specifications/scope of work, terms and conditions of the contractual agreement. The integrity of the public purchasing process demands that goods or services be furnished, received, invoiced and paid as specified in the contract. Contract administration includes all actions taken by the University relative to a specific contract after the award is made. The Department of Procurement Services should assemble and maintain a master listing of all Old Dominion University term contracts to include the initial period and number of renewals. For assistance with contract administration, contact the Department of Procurement Services at 683-3105.

After issuance of a formal contract award document that generally results from an RFP or IFB, where deemed appropriate, the Department of Procurement Services will designate a contract administrator in writing. The contract administrator shall be responsible for ensuring that the goods or services are provided in accordance with the terms of the contract. All vendor noncompliance shall be reported on a Procurement Complaint Form and submitted to the contractor with a copy to Procurement Services. (see Annex E).

1 **Planning and Checklist.** Contract administration planning should occur during the pre-award phase. All purchases should encompass some post-award administrative efforts--with the degree determined by evaluating purchase complexity, value, delivery or performance schedule, commodity or service type, and risks to the University. A contract checklist or milestone chart should be developed for each contract that requires multiple or scheduled actions by the contractor during the contract period. This checklist or chart is developed directly from the contract by extracting specific requirements, scheduled delivery dates, start-up and a completion date, plus other related items such as performance guarantees (e.g., bonds, certificates of insurance, catalogs, copies of warranties, volume reports, as-built drawings, maintenance manuals, parts lists, maintenance, scheduled testing, etc.). These actions are essential if the contract administrator is to ensure that the contractor fulfills the obligations of the contract. Successful service contract administration usually involves a team approach with specific administrative tasks delegated to end-users or others who can closely monitor contract performance. The anticipated contract administrator or end user and the procurement officer should work together in establishing administrative requirements or tasks while developing the solicitation.

2 **Contract Administrator.** The contract administrator should generally be the end user of the contract or one who has a vested interest in the procurement and who will be responsible for the proper adherence to all contract specifications by the contractor. When applicable, the procurement officer will delegate in writing a specific individual to act as the contract administrator, and such delegation specify the important aspects of the contract, distinguishing between the administrator's authority and that which must remain a function of the purchasing office. Specific delegated tasks should be outlined in the designation letter which may include acceptance of goods or services, approval of invoices, scheduling and monitoring of project progress, coordination of resources and favorable or critical feedback to the contractor and procurement officer. (See Annex B).

The designated contract administrator shall be responsible for ensuring that they and any staff members having duties related to administering the contract, adhere to the policies set forth in Article 6., Ethics in Public Contracting, as described in the Virginia Public Procurement Act, Chapter 43 of Title 2.2 of the Code of Virginia. Additionally, at a minimum, the contract administrator shall be responsible for ensuring that (i) the review and approval of any and all invoices submitted for payment by the Contractor for any and all services related to the performance of the contract, (ii) the contract in use is valid as related to the contract term dates and renewal clauses, when applicable, (iii) the Contractor is providing timely goods and/or services in accordance with the contract requirements, (iv) the contract file is complete, and (v) the contract renewal surveys are completed, and either the contract is renewed, specifications are provided to Procurement Services in a timely manner to allow for resolicitation to avoid interruption of services, or the services are deemed no longer necessary.

Failure and/or violations on the part of the designated Contract Administrator to adhere to and follow the guidelines specifically defined and related to their role and responsibilities as contract administrator may result in that individual being removed as the contract administrator, and depending on the nature of the violation, may result in further disciplinary action.

3 **Procurement Records.** A record should be maintained for each purchase transaction, containing all the information necessary to understand the why, who, what, when, where and how of the transaction. A file must be established for a procurement transaction which has reached the formal solicitation stage. It must contain at a minimum, as applicable, the description of requirements, sources solicited, a copy of the public notice, cancellation notices, the method of evaluation and award, a signed copy of the contract or purchase order, contractor performance reports submitted by the administrator, modifications or change orders, vendor complaint forms, cure letters, usage data such as release orders or obligation registers, and any other actions relating to the procurement. When Procurement Services has designated a contract administrator, the contract administrator shall also maintain a file containing, at a minimum, the designation letter, a complete copy of the contract, contract modifications, all related invoicing and payment records, vendor performance documentation, a copy of the completed contractor evaluation survey, signed renewal forms and any reports required per the contract terms. Generally,

files are open to the public in accordance with the *Virginia Freedom of Information Act* and should be made available for review after the award has been made.

4 **Delivery of Goods.** Generally, the policy of the University is to request all goods be shipped F.O.B. Destination, with all shipping charges pre-paid and allowed. F.O.B. Destination means that title passes when goods are received on site at the University as designated by the contract. Pre-Paid and allowed means that all shipping charges are included in the quoted prices. The contractor may be required by the contract to deliver in a specific manner such as one of the following: tailgate only, at dockside only, deliver on pallets, make inside delivery by floor and room number, deliver and install and remove all debris, or deliver at only certain specified hours. Delivery instructions should be made clear in the purchase order or award documents specifying any conditions or issues impacting delivery such as restrictive loading areas or limited elevator access. Delivery must be made by the date or period specified in the contract or the contractor may be considered to be in default. Receiving personnel or the contract administrator should have a clear understanding of the shipping terms, maintain a copy of the purchase order or award document and shall be responsible for ensuring the vendor complies with the shipping terms stated in the purchase order or contract.

5 **Inspection.** Ordering department receiving personnel are responsible for inspecting and accepting goods or services purchased by their department, with the exception of Equipment Trust Fund purchases and other purchases that require delivery to and receipt by the Property Control Warehouse. Inspection is the close and critical examination of goods or services delivered to determine conformance with applicable contract requirements or specifications. It includes the determination that:

- a. Unless otherwise specifically ordered, the delivery consists of new and unused merchandise.
- b. Goods or services of the quality, quantity, grade, or standard specified in the purchase order or contract have been delivered.
- c. The design, construction, ingredients, size, kind, type, make, color, style, etc., of the commodities conform to the requirements of the purchase order or contract and where applicable, to the manufacturer's published specifications.
- d. The packaging and labeling, marking, or other means of identification meet specifications. The commodities comply with specification requirements in all essential respects, are in good condition, and delivery has been made in accordance with the terms and conditions of the purchase order or contract.

Receiving personnel are responsible for completing a n e Receiving Document in BANNER.

6 **Acceptance.** Notification of the acceptance of the delivery should be completed in BANNER via the eReceiving Document. Timely and proper payment of invoices requires expedient review, acceptance of the delivery in accordance with the terms and conditions of the purchase order or contract, and timely submission of the receiving paperwork to accounts payable as described on the Receiving Report Form .

7 **Rejection.** Rejection of goods or services is the responsibility of the authorized receiving personnel. Rejection should generally occur whenever the goods or services do not comply with contract requirements. In the event of a partial or total rejection, and when warranted, the receiving personnel shall immediately notify the contractor via the Procurement Complaint Form, with a copy to Procurement Services, documenting the reasons for rejection and to request prompt action to correct the problem within a reasonable timeframe (see Annex E).

8 **Additional Charges.** Rejection of deliveries by receiving personnel due to no fault of the contractor may be considered breach of contract, and restocking, storage and/or additional delivery charges may be assessed by the contractor. The value of these charges as well as any other damages that the contractor may incur should be identified and analyzed prior to making the decision to return goods. *Code of Virginia*, § 8.2-710, allows the seller incidental damages after the procurement officer's breach in connection with return of the goods resulting from the breach. It should be noted that both the University and the contractor may be guilty of breach of contract should they be responsible for violation of the terms and conditions of the contract.

9 **Overshipments/Overruns.** Receiving personnel should not accept goods in excess of those specified on the purchase order or contract unless it is recognized as a custom of that industry (e.g. printing, cable, fabric), and is deemed acceptable by the procurement officer. If the receiving personnel will not accept underruns or overruns, it must be stated in the terms and conditions of the purchase order or contract document or be provided to the vendor via a solicitation in advance of the contract award. Overruns shall not exceed 10% of the purchase order amount or \$500, whichever is less, and are not to be processed through change orders. . Prices for overruns shall not exceed the quoted base price per unit or the quoted price for additional units and whichever price is less will prevail. Prices for underruns will be calculated at the quoted base price per

unit.

10 **Damaged Shipments.** It is the receiving personnel's responsibility to promptly inspect deliveries for shipping damage at the receiving location. Concealed damage or latent defects should be reported to the contractor within seven days of receipt and prior to removal from the point of delivery, if possible. If latent defects are found, the contractor is responsible for replacing the defective goods within the delivery time originally stated in the solicitation and is liable for any resulting expenses incurred by the University. For any latent defects that exceed the originally stated delivery time, receiving personnel shall contact Procurement Services.

11 **Invoice and Payment Processing.**

- a. **Invoicing and Prompt Payment.** Invoice processing is to be performed in accordance with the rules and regulations set forth by the Commonwealth of Virginia's Department of Accounts. To maintain good vendor relationships and a competitive environment, it is imperative that invoices be processed promptly and in accordance with the contract terms and conditions or prompt pay requirements set forth in state laws, policies and procedures. The *Code of Virginia*, § 2.2-4350A, requires the University to pay for the delivered goods or services by the required payment date. If no payment date has been established by contract, then payment is due 30 days after receipt of a proper invoice by the University or its agent responsible under the contract for approval of such invoices for the amount of payment due, or 30 days after the receipt of the goods or services, whichever is later (*Code of Virginia*, § 2.2-4347). When a purchase requires performance over an extended period of time, the University should make arrangements to process partial payments upon receipt of evidence indicating that the goods or services have been received (Annex J).
- b. **When there is a defect or impropriety in goods or services received, the University or its agent responsible under the contract for approval of such receipt of goods or services must notify the contractor within 15 days of the defect or impropriety if such defect or impropriety would prevent payment by the payment date. Such notifications shall be made via the Procurement Complaint Form (Annex E), with a copy sent to Procurement Services. When there is a defect or impropriety in an invoice, Accounts Payable must notify the contractor within 15 days of the defect or impropriety if such defect or impropriety would prevent payment by the payment date. Examples of impropriety in the invoice include missing purchase order number, changes in unit price, extension errors, totaling errors, etc. The prompt payment date does not begin until such issues are rectified.**
- c. **Charge Cards Payments.** In an effort to streamline invoice and payment processing steps and sharply reduce paperwork, the Commonwealth's Department of Accounts (DOA) has established a contract allowing agencies and institutions to use charge cards through two programs, the purchasing card (PCard) and Gold Card. PCard information can be obtained by selecting the PCard link on the Department of Procurement Services website ([www.odu.edu/procurement](http://www.odu.edu/procurement)).

12 **Contract Modifications and Change Orders.** Any request for change affecting price, quality, quantity, delivery or cancellation requires a written explanation by the department. All change orders should be evaluated for contract validity and price reasonableness.

Change orders that exceed the requestor's delegated purchasing authority and all contract modifications require Procurement Services review and approval. eVA users shall process change order requests via eVA. Non-eVA users shall submit requests for change orders to the appropriate Procurement Services procurement officer via email. No University personnel shall notify a contractor that a change is approved until authorized by the appropriate Procurement Services purchasing officer.

Change orders will not be processed for cost variations up to but not exceeding 10% or \$100 per line item. Therefore, Finance/Accounts Payable is authorized to pay invoices in excess of the purchase order amount up to 10% or \$100 per line item without the requestor processing a change order. However, there shall be a zero tolerance for cost variation for capitalized assets of \$5,000 or greater, or Equipment Trust Fund purchases of any amount. Change orders will not be processed to accommodate University account code modifications. All contract interpretations, including: content, intent, exceptions, and the need for change orders are the responsibility of Procurement Services.

13 **Contract Renewal and Extension.**

- a. **Renewal.** A term contract may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period of time. However, no contract may be renewed and no additional consideration may be paid unless specifically provided for in the original contract. Often indices such as the Consumer Price Index (CPI) or Producer Price Index (PPI) are used as a benchmark in pricing renewal options and assist in determining price reasonableness. Price increases should not be given automatically at renewal. The Department of Procurement Services may negotiate

price increases up to the index, price decreases, or amount described in the contract.

Prior to renewing a contract that contains the requirement for Small Business Subcontracting, the Department of Procurement Services shall review the contractor's compliance with their submitted plan. The contractor's failure to meet their Small, Women-owned and/or Minority-owned (SWaM) plan as submitted in bid or RFP response may be deemed in breach of contract.

Failure to provide reports as requested may result in non-payment for any services provided and invoiced during the reporting period. Payment may be withheld until such reports are provided.

- b. **Extension.** The Department of Procurement Services may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. Also, in exceptional or extenuating circumstances a contract may be extended by mutual consent for a limited period of time, not to exceed six (6) months. This action should be documented in writing. No additional consideration exceeding the contracted price may be paid to the contractor.

14 **Termination for Convenience.** Occasions may arise when a purchase order or contract may need to be terminated for the convenience of the University. The termination date and the extent of termination must be specified in writing to the contractor. The contractor may submit any termination claim within 120 days after receipt of the notice of termination, or such longer period as the University may allow.

15 **Cancellations of Purchase Orders and Contracts.** Cancellation of contracts may only be authorized by the Department of Procurement Services, which shall be in writing via an appropriate change order document - purchase order or formal contract. Contract administrators do not have authority to cancel contracts. Any request for cancellation from University departments should include an explanation of the basis for the request. A contractor may request cancellation, and the University shall grant relief, if the contractor is prevented from specific performance including timely delivery, by an act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the contractor's fault or negligence.

16 **Default.** A contractor is considered in default/breach if they fail to perform in accordance with the terms and conditions of the contract (e.g., late delivery, nonconformance to specifications). The following factors should be considered prior to taking any action:

- a. The specific reasons for such failure.
- b. The period of time needed to obtain the goods or services from other sources compared to the time delivery or performance could be accomplished by the delinquent contractor.

If the department determines that a contractor is in default, they shall prepare a Procurement Complaint Form and submit to the contractor, with a copy to Procurement Services, followed by a "Notice to Cure" if unacceptable vendor response, resolution, or action is received. A cure letter may also be issued at the same time as the Procurement Complaint Form. Resolution of performance issues should progressively start with the filing of the Procurement Complaint Form.

17 **Vendor Performance Complaints.** Complaints and/or discrepancies on vendor performance should be reported as they occur using the Procurement Complaint Form (see Annex E). Vendors are required to respond within ten days. Failure to respond within ten days may result in cancellation of the contract, suspension or debarment. These complaint reports are necessary in order for the Department of Procurement Services to develop vendor history, evaluate vendor performance, and, if required, to take appropriate and timely action.

18 **Notice to Cure.** A Cure letter is used when a contractor has failed to perform or deliver as substantiated by a Procurement Complaint Form. It provides the contractor a period of time to correct or "cure" the deficiency and places the contractor on notice as to the consequences for failure to take the required corrective action. The notice may be given either orally or in writing advising the contractor that non-delivery or non-conformance is a breach of a contract and, if the deficiency is not corrected within a stated number of days, the University may terminate the contract for default and hold the contractor liable for any excess costs. A copy of the Notice to Cure shall be submitted to the Department of Procurement Services. When the notice to cure is given orally, it should be confirmed in writing when warranted, i.e., complex agreements and/or concern about willingness of the contractor to voluntarily comply (see sample Cure letter, Annex F).

19 **Termination for Default and Reprocurement Costs.** Upon the expiration of the time period stated in the "Notice to Cure," if a satisfactory resolution has not been reached, the contract administrator shall notify the Department of Procurement Services who shall send the contractor a Termination for Default letter and may take repurchase action. This letter states that the contract is being terminated for default and that when the University repurchases the goods or services, any

additional cost to the University will be billed to the contractor (see sample Default letter, Annex G). Normally repurchase should be by competitive means in order to secure a fair and reasonable price. If the repurchase results in increased costs to the University, a letter shall be sent to the delinquent contractor demanding payment of the excess costs (see sample request for payment letter, Annex H). Until the excess repayment costs have been received, the contractor shall be debarred from doing business with the University. In no case should the Termination for Default letter be held up to obtain repurchase costs since the contractor still has a valid contract until notification. If repayment has not been made by the end of the specified period of time, subsequent collection action shall be taken in accordance with the Office of Attorney General's Collection Procedure Guidelines.

In some instances a contractor will notify the University that they refuse to or cannot deliver or complete performance on a contract. In those situations, it is not necessary to follow the procedure of using a cure notification. However, a Procurement Complaint Form should be submitted to the contractor with a copy to Department of Procurement Services to provide a historical file for future determinations of responsibility, etc. Refusals are usually timely, in which repurchase would consist of re-awarding to the next lowest of the current slate of still valid bids allowing the submissions of a combined Default and Request for Payment letter. Occasionally, other contractual failures happen quickly enough to allow this same approach. In those instances, a Procurement Complaint Form (Annex E) is required to substantiate the action before notice of default and repayment cost.

- 20 **Debarment and Reinstatement.** Debarment is action taken by the institution to exclude individuals or vendors from contracting with the institution for particular types of goods, services or construction for specified periods of time. Debarment does not relieve the vendor of responsibility for existing obligations.

The purpose of debarment is to protect the institution from risks associated with awarding contracts to persons or vendors having exhibited an inability or unwillingness to fulfill contractual requirements, and to protect the institution's interests and the integrity of the procurement process by preventing individuals or vendors which have displayed improper conduct from participating in the institution's business for specific periods of time (Commonwealth of Virginia Purchasing Manual for Institutions of Higher Education and their Vendors.).

- 21 **Authority and Responsibility for Contract Administration.** It shall be the responsibility of the Executive Director of Procurement Services to interpret the content of contract administration section stated herein.

- 22 **Administration Efforts - Contract Types and Pricing Arrangements.** The type of contract and pricing arrangement will prescribe the type and extent of required administrative efforts. The firm fixed-price contract type is usually less costly to administer. It typically requires proper receiving and verification of the contract price or lump sum amount. The following contract types describe special administrative considerations:

- a. **Requirements-Type Contracts.** Effective administration of open-ended agreements requires that the Department 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. 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 Department of Procurement Services.

## Annex A

### CONTRACT ADMINISTRATION “TIPS”

- a. Provide for administration of all service and term contracts/purchase orders. The ones you ignore may cause trouble!
- b. Identify the “stake holders” of the procurement in the presolicitation phase of the procurement or as soon as possible especially for more complicated, multi-tasked or expensive purchases. Consult with these individuals on the assignment and role and responsibilities of the contract administrator.
- c. During the solicitation development phase of the procurement, discuss and plan with the future contract administrator his/her role and projected contract administration actions. Plan for these actions in the solicitation.
- d. Conduct a post-award mobilization meeting with the contractor, contract administrator, procurement officer, and other appropriate individuals soon after award but prior to performance to review the intent and scope of the contract, contract milestones and deadlines, the administrator and procurement officer’s role, and contract performance evaluation.
- e. Facsimile or electronic (E-mail, etc.) transmission should be liberally employed to expedite administrative actions.
- f. Remember, time and materials contracts places all risk on the agency and little upon the contractor. Emphasize the need to commit University personnel to closely monitor contractor activity, verify hours billed on the invoice and insist on supporting documentation for any materials reimbursement requests. Contractors should be required to submit an estimate specifying the amount and type of labor at the contracted rates with an estimate of materials to be used. The contract administrator should review and approve this estimate for price reasonableness, and if necessary, negotiate the amount or type of labor and/or material.
- g. Do not get complacent on approving “routine” invoices for payment; verify the variables as well as the “frequency” of billed tasks. Verify that you in fact, received the service at the contracted price.
- h. Once a contractor is in default, do not postpone the initiation of administrative action and documentation based solely on vendor’s promises to comply.
- i. Remember that when problems arise, there are at least two parties to a contract and the problem could arise from either side or, in typical cases of miscommunication, from both sides.
- j. The Procurement Complaint Form is the only official method of problem notification. If the contractor fails to cure the specific breach of contract and/or has multiple failures, the documentation establishes a basis for corrective action against the contractor. For information, contact the Department of Procurement Services.
- k. Consider seeking legal advice/assistance early in the process whenever complex default possibilities could result.

**Annex B**

**CONTRACT ADMINISTRATION MEMO  
(Agency Letterhead)**

DATE:

TO:            *Name*  
                  *Department*

FROM:        *Buyer*  
                  *Title*

SUBJECT:     *Contract Administrator Designation*  
                  *Contract #*  
                  *Description*

You have been officially designated as the Contract Administrator for the above referenced contract. As the University's appointed Contract Administrator, you will be responsible for ensuring that you and members of your staff that have any duties related to administering this contract, adhere to the guidelines and policies set forth in Article 6., Ethics in Public Contracting, as described in the Virginia Public Procurement Act, Chapter 43 of Title 2.2 of the Code of Virginia, as well as those described in the Department of Procurement Services' "*Contract Administration Policy*". Additionally, per the Governor's Executive Order 16(2006), you are required to complete *Conflict of Interest and Ethics in Public Contracting* training and to complete a *Statement of Economic Interests* form. For information on the training and completion of the *Statement of Economic Interests* form, please contact Melanie McNall in Human Resources at 757-683-4237 or [mmcnall@odu.edu](mailto:mmcnall@odu.edu).

Violations by you and/or your staff having duties previously specified, and/or failure by same to adhere to and follow the aforementioned guidelines and may result in you being removed as the contract administrator, and depending on the nature of the violation, may result in further disciplinary action.

As the Contract Administrator, you are also responsible for the proper inspection, review and acceptance of all goods and services specifically related to this contract, ensuring that same are being provided in a timely manner and in accordance with the contract scope work and/or specifications and terms and conditions. Additionally, you shall be responsible for the review, approval and timely submission to Accounts payable of any and all invoices submitted for payment by the Contractor for any and all services related to the performance of this contract.

The following are to be used as guidelines that apply to your duties and responsibilities as Contract Administrator:

- You are required to maintain a complete and current contract file that includes at a minimum, (i) the original Request for Proposal (RFP), (ii) any associated addenda, (iii) all negotiated changes, (iv) the *Contract Administration* designation memo, (v) a copy of the final contract agreement, (vi) all invoicing and payment records, (vii) vendor performance, (viii) all contract modifications, and (ix) all contract renewal agreements, when applicable.
- Your authority is limited to requesting services based on the contract scope/specifications, and monitoring contractor performance as outlined in the contract scope of work and contract terms & conditions, including ensuring that the contract in use is valid with respect to contract term dates, and when applicable, any and all renewal clauses.
- If you wish to initiate any modifications or changes to the scope of work, specifications or terms and conditions that could affect price, quality, delivery, or cancellation of the contract must be submitted in writing to Procurement Services for review and final approval. All contract changes require prior authorization via a written modification or change order under the signature of the Executive Director, Construction & Procurement Services, or his designee(s).
- Comments, both positive and negative, regarding contractor performance are strongly encouraged via copies of the *Procurement Complaint Form* so that we can maintain a record of the satisfaction level to which the Contractor is fulfilling its obligation under this agreement. Such comments will be maintained in the procurement file and will be taken into consideration when contemplating future procurement actions involving the contractor.

- You will be responsible for seeking guidance and approval from Procurement Services in those instances where the referenced policies and specified guidelines are “silent”. Failure to do so will not relieve you of any potential violations that and subsequent disciplinary action(s) that may occur because you were unclear on how to proceed.
- The Procurement Officer and/or the Department of Procurement Services must rely on you to ensure the contractor remains in compliance with the provisions of the contract, and that a complete file of all records related to the contract be maintained. Any problems or deviations from contract requirements must be promptly reported to Procurement Services. Depending on the seriousness of any contract problem/deviation, a written report may need to be sent to Procurement Services to ensure adequate corrective action is taken.

If you have any questions regarding your duties and responsibilities, please contact me at extension xxxx, or via e-mail at [xxx@odu.edu](mailto:xxx@odu.edu).

Your signature below indicates you have read and understand the responsibilities of the Contract Administrator. **Please return this memo SIGNED to me NLT XXXX.**

---

Signature

---

Date

Annex C

# CONTRACTOR PERFORMANCE EVALUATION SURVEY

Contract Title: \_\_\_\_\_

Contractor Number: \_\_\_\_\_

Contractor: \_\_\_\_\_

Evaluator: \_\_\_\_\_

Period of Evaluation: \_\_\_\_\_

RATE CONTRACTOR'S PERFORMANCE ON A SCALE OF 1 TO 5 (place an X, circle or check mark)

1. Overall Evaluation:

Unsatisfactory      1   2   3   4   5      Satisfactory

2. Delivery Performance:

Late/Early      1   2   3   4   5      On Time

3. Quality of Goods/Services;

Unacceptable      1   2   3   4   5      Acceptable

4. Number of Complaints:

High      1   2   3   4   5      Low

5. Contractor's Responsiveness to Requests to Correct Deficiencies

Non-Responsive      1   2   3   4   5      Takes Prompt Corrective Action

6. Renew This Contract?

Resolicit This Contract?

Yes \_\_\_\_\_ No \_\_\_\_\_

Yes \_\_\_\_\_ No \_\_\_\_\_

7. Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_  
Title \_\_\_\_\_

NOTE: Any Score of 3 or less must be described in detail in the Comments section (#7), what action was taken to remedy the Contractor's poor performance and what steps the Contractor took to correct the deficiency cited. (Continue on a separate sheet, if necessary).

**Annex D**

**CONTRACT MODIFICATION AGREEMENT**

**(Agency Letterhead)**

Date: Contract

No: Modification

No:

Issued By: Old Dominion University  
Department of Procurement Services  
4401 Powhatan Avenue, Room 111  
Norfolk, VA 23529-0308

Contractor:

This Supplemental Agreement is entered into pursuant to the provision of the basic contract.

**Description of Modification:**

Except for the changes provided herein, all other terms and conditions of this contract remain unchanged and in full force and effect.

**VENDOR**

**Old Dominion University**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
Harry R. Smithson, Jr.  
Assistant Director

\_\_\_\_\_  
Name and Title (Type or Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Annex E**  
**OLD DOMINION UNIVERSITY**  
 Department of Procurement Services  
**PROCUREMENT COMPLAINT FORM**

FOR PS USE ONLY	File Date:	Status:	File No:
	Action/Date:		

**TO:**

Name of Vendor and eVA# / Agency & Agency Code :		
Address:		
City:	State:	Zip Code:

Contact Name:	Title:
Signature:	
Phone No:	

**NOTE:** VENDOR/AGENCY MUST SUBMIT THEIR WRITTEN REPLY BELOW WITHIN TEN (10) DAYS OF RECEIPT OF THIS REPORT. INDICATE YOUR COUNTERMEASURE/CORRECTIVE ACTION BELOW AND MAIL A COPY TO THE ORIGINATING AGENCY AND A COPY TO THE PROCUREMENT SERVICES ATTACH ADDITIONAL SHEETS FOR YOUR RESPONSE IF REQUIRED.

**FROM:**

Agency/Vendor Name:		
Address:		
City:	State:	Zip Code:

Agency /Vendor Contact:
Phone No:
Procurement officer/Vendor Signature:

Date:	Agency Code/ Vendor eVA#:	Contract No:	P.O. No:	P.O. Date:	Description:
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**NATURE OF COMPLAINT**

INVOICE/PAYMENT	DELIVERY	SPECIFICATION/AGREEEMNTS	OTHER
<input type="checkbox"/> NON-PAYMENT <input type="checkbox"/>	<input type="checkbox"/> DELIVERY REFUSED <input type="checkbox"/>	<input type="checkbox"/> SPECS DELAYED <input type="checkbox"/>	<input type="checkbox"/> AGENCY DELAYS
<input type="checkbox"/> LATE PAYMENT	<input type="checkbox"/> SHIPPED TO WRONG <input type="checkbox"/> LOCATION	<input type="checkbox"/> MODIFICATION (NO CHANGE ORDER)	<input type="checkbox"/> UNAUTHORIZED CANCELLATION
<input type="checkbox"/>	<input type="checkbox"/> PATRIAL DELIVERY <input type="checkbox"/>	<input type="checkbox"/> BID DAMPLE PROBLEMS <input type="checkbox"/>	<input type="checkbox"/> UNAUTHORIZED PURCHASE FROM NON- CONTRACT VENDOR
<input checked="" type="checkbox"/> REFUSED LATE CHARGES	<input type="checkbox"/> TIME OF DELIVERY <input type="checkbox"/> INAPPROPRIATE	<input type="checkbox"/> DID NOT MEET SPEC. <input type="checkbox"/>	<input type="checkbox"/> POOR CUSTOMER SERVICE
<input type="checkbox"/> INVOICE PRICE INCORRECT	<input type="checkbox"/> IMPROPER METHOD <input type="checkbox"/> OF DELIVERY	<input type="checkbox"/> UNAUTHORIZED SUBSTITUTION	<input type="checkbox"/> SHORT/OVER WEIGHT OR COUNT
<input type="checkbox"/> INCORRECT QUANTITY	<input type="checkbox"/> DAMAGED SHIPMENT	<input type="checkbox"/> DAMAGED PRODUCT	<input type="checkbox"/> UNSATISFACTORY INSTALLATION
<input type="checkbox"/> ITEMS DID NOT SHIP	<input type="checkbox"/> LATE/NO DELIVERY	<input type="checkbox"/> LACKS INSPECTION REPORT	<input type="checkbox"/> FAILURE TO IDENTIFY SHIPMENT PER CONTRACT TERMS

OTHER OR FURTHER EXPLANATION:

OLD DOMINION UNIVERSITY  
Department of Procurement Services  
**PROCUREMENT COMPLAINT FORM**

**COMPLAINT RESOLUTION:**  
(Agency/Vendor: Be accurate, complete and factual. Indicate manner in which you suggest complaint be settled.)

\_\_\_\_\_

FOR PS USE ONLY	File No: _____
	Action/Date:
	Resolved _____
	Removed from Bidder List _____
	Suspension _____
	Debarment _____
	Contract Compliance Officer _____

## NOTICE TO USERS

**The following four letters are sample Cure, Default, Request for Payment, and Default and Request for Payment letters.**

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### Annex F CURE

#### LETTER (Agency Letterhead)

Date

Contractor's Name and Address

Subject: Notice of Contract Deficiency and Required Action

Dear \_\_\_\_\_:

As substantiated by the submission of a Procurement Complaint Form, you have failed to meet the requirement(s), i.e., \*(delivery), (specifications), (performance standards), etc. on P.O. (or Contract) \_\_\_\_\_ dated \_\_\_\_\_. You are to satisfy this deficiency within \_\_\_\_\_ days of the date of this letter or be terminated for default and reprocurement action taken. In addition, your firm will no longer be solicited until this matter is satisfactorily resolved.

Sincerely,

Contract Officer/Contract Administrator  
Telephone No. (\_\_\_\_) \_\_\_\_\_

c: ODU Department of Procurement Services

\* Choose appropriate condition.

**Annex G**

**DEFAULT LETTER  
(Agency Letterhead)**

Date

Contractor's Name and Address

Subject: Notice of Termination for Default on (Title and Number of the Purchase Order or Contract in Default)

Dear \_\_\_\_\_:

Reference is made to our submission of a Procurement Complaint Form and \* (Notice of Contract Deficiency and Required Action Letter) or (telephone conversation) this date between (Name of Vendor Representative) and (Name of Procurement Services Representative).

This is to advise that your firm has been placed in default and referenced \* (purchase order), (contract) has been terminated for failure to take corrective action within the specified time as referenced above. The University will repurchase the specified \* (goods), (services). You will be promptly notified of any additional purchase or administrative costs for which you become liable as a result of this default. In addition, your firm will no longer be solicited until this matter is satisfactorily resolved.

Sincerely,

Director of Procurement Services  
Telephone No. (\_\_\_\_) \_\_\_\_\_

c: ODU Department of Procurement Services

\* Choose appropriate condition.

Note: If this letter is used, follow up with Request for Payment (Annex H) if additional repurchase costs are incurred.

**Annex H**

**REQUEST FOR PAYMENT LETTER  
(Agency Letterhead)**

Date

Contractor's Name and Address

Subject: Repurchase Costs Against (Purchase Order No./Contract No. \_\_\_\_\_)

Dear \_\_\_\_\_:

Reference is made to our letter dated \_\_\_\_\_, subject: Notice of Termination For Default. The specified \* (goods), (services) have been repurchased at an additional cost to the University of \$ \_\_\_\_\_. Your firm is indebted to the University in the amount of \$ \_\_\_\_\_ and is requested to submit a check to this office payable to Old Dominion University. If the payment is not received within 60 days, we will initiate collection action and proceed with a recommendation of debarment as stated in the Commonwealth of VA Purchasing Manual for Institutions of Higher Education and their Vendors.

Sincerely,

Director of Procurement Services  
Telephone No. (\_\_\_\_) \_\_\_\_\_

c: ODU Department of Procurement Services

\* Choose appropriate condition.

**Annex I**

**DEFAULT AND REQUEST FOR PAYMENT LETTER  
(Agency Letterhead)**

Date

Contractor's Name and Address

Subject: Notice of Termination for Default on (Title and Number of the Purchase Order or Contract in Default)

Dear \_\_\_\_\_:

Reference is made to \* (your letter dated \_\_\_\_\_), (our telephone conversation (s) of \_\_\_\_\_), (Procurement Complaint Form), (Notice of Contract Deficiency and Required Action Letter) concerning your firm's \* (refusal), (inability), to honor the terms and conditions on the referenced \* (purchase order), (contract) above.

This is to advise that your firm has been placed in default and referenced \* (purchase order, (contract) has been terminated for failure to take corrective action within the time specified as referenced above. The specified \* (goods), (services) have been repurchased at an additional cost to the University of \$\_\_\_\_\_. Your firm is indebted to the University in the amount of \$\_\_\_\_\_ and is requested to submit a check to this office payable to Old Dominion University. In addition, your firm will no longer be solicited until this matter is satisfactorily resolved. If payment is not received within 60 days, we will initiate collection action and proceed with a recommendation of debarment as stated in the Commonwealth of VA Purchasing Manual for Institutions of Higher Education and their Vendors.

Sincerely,

Director of Procurement Services

Phone (\_\_\_\_)\_\_\_\_\_

c: ODU DEPARTMENT OF PROCUREMENT SERVICES

\* Choose appropriate condition.