

Policy Number: Policy No. 2024-01

Title: SRBC Procurement Procedures

Effective Date: [Month Day, 2024]

Authority: Public Law 91-575, 84 Stat. 1509 *et seq.*, Sections 15.1 and 15.9

Policy: The Susquehanna River Basin Commission (Commission or SRBC) is empowered by Article 15 of the Susquehanna River Basin Compact (Compact) to engage in financial transactions and activities including, but not limited to, the acquisition, sale and conveyance of real and personal property, the reception and acceptance of payments and the execution of contracts (See *Compact*, § 15.1) and to generally “[h]ave and exercise all corporate powers essential to the declared objects and purposes of the commission.” *Compact*, § 15.1(a)(6). The Commission, from time to time, solicits bids from potential contractors in the pursuit of its mission to manage and conserve the water resources of the Susquehanna River Basin. This policy is designed to provide the public with access to the procurement process for understanding and with guidelines for engagement.

Purpose: These procurement procedures are designed to support and facilitate the mission of the Susquehanna River Basin Commission through the acquisition of goods and services by applying the best methods and business practices that provide for public confidence in the SRBC and transparency in its processes.

This policy documents practices that provide for a procurement process of quality and integrity, broad-based competition, fair and equal treatment of the bidders, the increased efficiency and transparency in the procurement process, and uniform procurement procedures.

Applicability: These procurement procedures apply to the acquisition, rental, or purchase of supplies, services, maintenance, capital improvements, information technology services, and engineering services. SRBC may, from time to time, amend these procedures in order that they remain consistent with the law and current best methods and business practices.

Disclaimer: The policy outlined in this document is intended to supplement existing requirements. Nothing in this policy shall affect regulatory requirements. The policies and procedures herein are not an adjudication or a regulation. This document establishes the framework within which the Commission will exercise its administrative discretion in the future. The Commission reserves the discretion to deviate from this policy statement if circumstances warrant.

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Definitions

Bid – A bid is a submission in response to a procurement solicitation. The term bid is sometimes used interchangeably with proposal.

Bidder – A bidder is a person or entity submitting a bid in response to a procurement solicitation. The term bidder is sometimes used interchangeably with offeror.

Contract – A contract consists of the legal documents creating a relationship between parties that establishes the rights and obligations of those parties.

Electronic – Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities, including facsimiles and emails.

Evaluation Committee – The evaluation committee is the group that evaluates Technical Proposals and Cost Proposals submitted in response to a procurement solicitation.

Procurement – Procurement is obtaining, by purchase or otherwise, goods or services.

Procurement Solicitation – The process of inviting individuals and organizations to bid on opportunities to provide goods and services, including the document outlining the needs, the requirements for submitting a bid, and the selection process.

Purchasing officer – The purchasing officer shall be the Director of Administration and Finance as established in the Commission’s By-Laws.

RFI - Request for Information – An RFI gathers information to help decide what step to take before embarking on negotiations. An RFI is a solicitation sent to a broad base of potential suppliers for conditioning, gathering information, preparing for a procurement solicitation, developing a strategy, or building a database.

RFP – Request for Proposal – A formal solicitation where technical and cost proposals are submitted in response. The technical and cost proposals are evaluated and scored based on criteria identified in the RFP.

RFQ - Request for Quotation – RFQs are best suited to standardized products and services. It is commonly used when the requester desires a specific product or service but needs information on how vendors would meet its requirements and how much the product or service would cost.

I. General

A. Authority

The purchasing officer oversees the procurement of all materials, supplies, equipment, etc., required by the Susquehanna River Basin Commission (SRBC). Article 15 of the Compact provides the SRBC and staff with ample authority to administer this procurement process and enter into contracts based on this process.

As outlined in the Compact, it is the purpose of the SRBC to affect the conservation and management of water resources to preserve and promote the economic and other values inherent in the historical and scenic and other natural amenities of the Susquehanna River Basin for the enjoyment and enrichment of future generations, the promotion and protection of tourist attractions in the basin, and for the maintenance of the economic health of allied enterprises and occupations to effect orderly, balanced, and considered development in the basin.

To this end, in the consideration, authorization, construction, maintenance, and operation of all water resources projects in the Susquehanna basin, their agencies, and subdivisions, the SRBC will consider the compatibility of such projects with these other public values. Procurements must conform to these procedures to be honored for payment. These procedures should be read in conjunction with Section 15.9 of the Susquehanna River Basin Compact.

B. Ethics

Employees of the SRBC are responsible for being good stewards of the resources of the SRBC. As such, employees must conduct all procurement activities, including but not limited to the issuance of procurement solicitations, evaluation of bids, and selection of suppliers, in compliance with these procedures.

Pursuant to the SRBC Administrative Manual, employees shall not solicit or accept for their personal use any gift, gratuity, favor, entertainment, or loan exceeding \$25 in value from either current or potential suppliers.

The SRBC strives to:

1. Afford the equal opportunity to all qualified suppliers in the competition for its business;
2. Promote positive supplier relations through professional courtesy and good faith dealing in all phases of the procurement cycle;
3. Respect the confidential nature of a supplier's proprietary information/ intellectual property; and
4. Avoid any behavior that may be perceived as unethical or compromising in the award of business.

C. Purpose

These procurement procedures are designed to support and facilitate the mission of the Susquehanna River Basin Commission by acquiring goods and services by applying the best methods and business practices that provide public confidence in the SRBC.

This policy documents practices that provide for a procurement process of quality and integrity, broad-based competition, fair and equal treatment of the bidders, increased efficiency and transparency in the procurement process, and uniform procurement procedures.

D. Applicability

These procurement procedures apply to acquiring, renting, purchasing, or leasing supplies, services, maintenance, capital improvements, information technology services, and engineering services. SRBC may, from time to time, amend these procedures to remain consistent with the law and current best methods and business practices.

II. Solicitation and Competition

A. Full and Open Competition

The purchasing officer and General Counsel shall ensure compliance with these procedures to allow full and open competition for all contract actions. Contracts for the construction, reconstruction, or improvement of any facility when the expenditure required exceeds \$10,000. Contracts for purchasing services, supplies, equipment, and materials when the spending exceeds \$5,000 shall be advertised and let upon sealed bids to the lowest reasonable bidder unless the procurement meets one or more of the provisions included in B. Exclusions.

B. Exclusions

The SRBC may suspend and waive all or part of the provisions for public bids as outlined above whenever:

1. The purchase is to be made from, or the contract is to be made with the federal or any state government or any agency or political subdivision thereof or under any open and bulk purchase contract of any of them;
2. The public exigency requires the immediate delivery of the articles or performance of the service;
3. Only one source of supply is known to be available after reasonable due diligence is performed;
4. The equipment to be purchased is technical, and the procurement thereof without advertising is necessary to assure standardization of equipment and interchangeability of parts in the public interest; or
5. Services to be provided are of a specialized or professional nature.

C. Advertising and Competition Requirements for Sealed Bids

To the extent practical, solicitations shall be published in a manner that best meets the needs of the solicitation. Notices requesting competitive sealed bids should be published in a manner reasonably likely to attract prospective bidders, which publication shall be made at least thirty days before bids are received and in at least two newspapers of general circulation in the basin.

Additional examples of resources available to the purchasing officer for publishing a solicitation include, but are not limited to:

- Electronic procurement platforms, e.g., PennBid, eMarketplace
- Trade journals
- Business journals
- Internet
- Other publications

D. Procurement by Electronic Means

SRBC may conduct any aspect of any procurement, including the solicitation, submission of quotations, submission of bids, submission of proposals, the award, execution, and administration of a contract by electronic means.

1. Submitting a quotation, bid, or proposal in response to a solicitation by electronic means shall constitute the vendor's consent to conduct all elements of the Procurement that SRBC agrees to conduct electronically.
2. Electronic documentation storage may provide additional ease of access to documentation. This includes bids, proposals, contracts, and other procurement documentation that could reasonably be stored digitally to allow for access for the contractors, vendors, and SRBC employees.

E. Types of Solicitations

The SRBC uses different types of solicitations to procure goods and services. The most common types are:

1. **Invitation for Bid (IFB)** – This competitive method of awarding contracts is used for procurements in which the organization knows exactly what and how much of everything it needs in the contract and when and how the products and services are to be delivered. The award is generally based on price.
2. **Request for Information (RFI)** – An RFI gathers information to help decide what step to take before embarking on negotiations. An RFI is a solicitation sent to a broad base of potential suppliers for conditioning, gathering information, preparing for a procurement solicitation, developing strategy, or building a database.

3. **Request for Proposal (RFP)** – A formal solicitation where technical and cost proposals are submitted in response. The technical and cost proposals are evaluated and scored based on criteria identified in the RFP.
4. **Request for Quotation (RFQ)** – RFQs are best suited to standardized products and services. It is commonly used when the requester desires a specific product or service but needs information on how vendors would meet its requirements and/or how much the product or service would cost.

F. Issuance and Content of Proposals

Generally, a request to proceed with the procurement shall first be submitted to the executive director for approval.

Upon approval to proceed, the purchasing officer should prepare a procurement solicitation containing all information necessary for prospective bidders to prepare a proposal. Identical information must be given to all potential bidders. A procurement solicitation may include the following:

1. Date, time, and place for receipt of proposals;
2. The evaluation factors and an indication of the relative importance and order of importance of each evaluation factor;
3. A statement of the services, items, or equipment required;
4. All mandatory solicitation requirements; and
5. All required contract terms and conditions.

If any amendments or addenda are required, the purchasing officer will send a copy of the amendments to all potential proposers, who will be required to acknowledge receipt. If appropriate, the due date will be adjusted to ensure sufficient time is given to consider the information in the amendment.

Frequently asked questions (as applicable) may be developed and provided to each potential bidder through the electronic procurement platform utilized during the procurement process.

Unless specified in the solicitation documents, bids will remain irrevocable for 90 days after the bid opening.

G. Participation of Minority, Women-Owned, and Small Disadvantaged Businesses

It is the policy of the SRBC that Minority and Women-Owned Business Enterprises and Small Disadvantaged Businesses (MBEs/WBEs/SDBs) have the maximum feasible opportunity to participate in the performance of SRBC contracts. The SRBC may use the Small Disadvantaged Business Designation to satisfy this requirement and will give preference points to SDBs and/or bids that include SDB subcontractors in awarding business.

III. Review and Selection Process

A. Evaluation Committee for Competitive Bidding

An evaluation committee of appropriate and relevant staff will be created for each competitive procurement solicitation. The respective program manager or an officer of the SRBC will generally serve as chair of the meetings. The committee has the responsibility for evaluating and scoring the proposals and making a recommendation regarding the selection of the proposal it determines is the most advantageous to the SRBC.

B. Modifications

The purchasing officer shall approve modifications to any procurement.

C. Evaluation of Proposals

Before any technical or price evaluation begins, the evaluation committee or general counsel will ensure that the bid is complete and that the bidder meets any eligibility criteria in the procurement solicitation.

To be eligible for evaluation, a proposal must meet the following:

1. Received from the bidder promptly;
2. Properly signed by the bidder;
3. When required, formatted such that technical and cost information are separate;
4. Include all required components, including forms contained in the procurement solicitation; and
5. If required, bid bonds or other surety.

For nonconforming proposals, the evaluation committee may, in its sole discretion, reject a proposal or choose to:

1. Waive the nonconformity if it's deemed immaterial to the overall proposal;
2. Allow the Bidder to cure the nonconformity; or
3. Consider the nonconformity in the scoring of the proposal.

For competitive bids not based solely on the lowest price, the procurement solicitation will include all requirements and criteria used to evaluate proposals. Generally, this will consist of a technical review and associated criteria, a cost proposal, and MBE/WBE/SDB information. The procurement solicitation will also generally include the number of points for each component of a responsive bid.

All cost proposals will be kept closed until the technical proposals are reviewed and scored.

D. Process of Evaluation

During the evaluation of the proposals, the information contained in the proposal will not be disclosed to anyone outside of the evaluation committee, the purchasing officer, the legal counsel, and the necessary administrative staff.

In general, the technical and cost proposals shall be evaluated independently of each other, and the cost proposals will be kept closed until the conclusion of the technical review.

E. Ranking and Award

Each evaluation committee member shall independently review and score each technical proposal using the scoring matrix developed for the procurement solicitation. Scores shall be submitted to the committee chair, who will consolidate scores and rank each submission. The chair may convene a committee meeting to review the scores and discuss material differences in the scores of individual committee members. If such a meeting is convened, committee members may choose to update their scores. The committee member will document any changes to scores.

Committee members may also invite select bidders to an oral presentation and may submit questions to select bidders to clarify components of a bid. Scores may also be updated after oral presentations occur or clarifications are received.

The chair of the evaluation committee will combine the final technical scores and will open and score cost proposals and SDB participation scores (when included) in accordance with the relative weights/points assigned to each as set forth in the procurement solicitation. Awards shall be made to the responsible bidder whose overall technical and financial proposal was evaluated as best meeting the needs of the SRBC.

F. Rejection of Bids

Bids and proposals may be rejected on an individual or collective basis. The SRBC reserves the right to reject any and all bids as part of the solicitation. Reasons for rejection include, but are not limited to:

1. A bid is not submitted by the date and time indicated in the procurement solicitation;
2. A bid is found to be non-responsive;
3. All bids came in over the established budget;
4. It is not in the best interest of the SRBC to proceed with the procurement;
5. Changes are needed to the project specifications or bid solicitation;
6. The need for the requested supplies or services has changed or no longer exists; and/or
7. For supplies, equipment, or materials, the purchasing officer determines that the goods may be procured at a lower price in the open market.

A written record explaining the reasons for any rejection or correction of a non-conforming bid shall be maintained with the documents related to the procurement solicitation. If the bids are rejected because a lower price can be found in the open market (as outlined in item 7. above), the purchasing officer may allow each responsible bidder to negotiate a price and may proceed to purchase the supplies, equipment, and materials in the open market at a negotiated price that is lower than the lowest rejected bid of a responsible bidder, without requiring further rounds of bidding or notice.

G. Debriefing Unsuccessful Bidders

The chair shall notify unsuccessful bidders of the evaluation committee or the purchasing officer. Notification will generally include the outcome of their offer under the relevant evaluation criteria used in the solicitation.

In the case of larger contracts above \$25,000, the SRBC may elect, in its sole discretion, to provide an opportunity for a debriefing meeting. The debriefing meeting should include two SRBC officials, typically the purchasing officer and general counsel. Minutes of the debriefing meeting must be kept for the records. Bidders should be aware that the decision was made by an evaluation team, not just the opinion of one individual. The discussions should address the evaluation of the bidder's proposal against the evaluation criteria focusing on the relevant strengths and weaknesses of the proposal. Information such as the identity or the prices of other proposals or information that could compromise the competitive situation mustn't be disclosed.

H. Protest and Appeals

Any person aggrieved by any purchasing or award decision by SRBC staff must file a written appeal with the SRBC under 18 CFR § 806.15 within 10 days of receiving actual notice of the decision. Appeals must be filed on the SRBC's Notice of Appeal Form on the SRBC's website, www.srbc.net.

I. Bonds

The purchasing officer shall determine if performance bonds or other forms of security are required to secure the provision of the goods and services and shall determine the amount of any bond or security. The bid solicitation must disclose the requirement for bonds or other forms of security.

Bonds and other forms of security shall be prescribed by the purchasing officer and approved by the SRBC's general counsel.

Instead of bonds, the purchasing officer may accept other forms of security for performance deemed financial security in consultation with the general counsel.

J. Insurance

Reasonable policies of insurance will be expected to be maintained by the bidder, as applicable, including, but not limited to:

1. Workers Compensation Insurance sufficient to cover all of the employees working;
2. Comprehensive General Liability Insurance, including bodily injury and property damage insurance, to protect the SRBC and the bidder from claims arising out of the performance of the contract;
3. Employment Practices Liability Insurance; and/or
4. Auto Insurance.

Upon written request of the SRBC, the winning bidder will provide the SRBC with insurance certificates evidencing such policies in amounts and subject to deductibles acceptable to the SRBC on request. The winning bidder will name the SRBC as an additional insured on such policies.

K. Documentation

After the evaluation, the purchasing officer shall retain the following documents:

1. A list of bidders;
2. A copy of all bids received, including nonconforming bids;
3. Any correspondence relating to bid rejections and nonconforming bids;
4. Score sheets for technical and cost proposals; and
5. A summary of the findings of the evaluation committee.

This documentation shall be retained for three (3) years after the conclusion of the evaluation.

L. Sole Source Procurements

A non-competitive Sole Source Procurement may be used when any exclusions listed in Section II.B are present. The purchasing officer shall consult with the general counsel and complete a memorandum documenting why a Sole Source Procurement is justified and appropriate. Documentation shall include the following:

1. A full description of the good or service being procured;
2. The name, address, and telephone number of the vendor; and
3. The reasons a Sole Source Procurement is justified.

Where feasible and practical, the purchasing officer may implement appropriate competition measures into the sole source selection process where there may be more than one qualified source, including the RFP or RFQ process. These processes may be modified to fit the facts and circumstances surrounding the Sole Source Procurement.

M. Guidelines for When a Solicitation Receives No Bids or One Bid

1. No Bids Received – If the SRBC publishes a solicitation for bids and no bids are received, the SRBC may proceed as follows:
 - a. The SRBC, after analyzing whether any adjustments need to be made to the solicitation itself or the advertisement of the solicitation, may advertise for bids a second time.
 - b. If no bids are received within 30 days of the second advertisement, the SRBC may initiate negotiations for a contract through a Sole Source Procurement, as described in Section III.L above, to obtain the services previously advertised, with any provider not otherwise disqualified by law or enactment or policy of the SRBC.
 - c. The SRBC shall, at a regular or special meeting, publicly announce the identity of the parties, the proposed contract price, and a summary of the other terms and conditions relating to any proposed contract to demonstrate the services that will be procured are consistent with those previously advertised.
2. Only One Bid Received – If the SRBC publishes a solicitation for bids and only one bid is received, the SRBC may proceed as follows:
 - a. The SRBC may award the contract to the single bidder if it finds the solicitation and its advertisement were proper and adequate. In this process, it will examine the following factors:
 - i. The extent to which the solicitation was viewed by other bidders, as demonstrated through either access of an electronic bid announcement or registration of a site visit or through the submission of questions regarding the solicitation;
 - ii. Whether the bid came in at a price within the range that the SRBC expected based on the type of work involved and the anticipated budget for the work;
 - iii. The level of uniqueness or complexity of the services or products subject to the solicitation;
 - iv. Whether the solicitation could have been issued as a Sole Source Procurement under the Compact and this Policy; and
 - v. Whether the solicitation was vague or unclear and could be materially improved by amendment.
3. Re-bid the Solicitation – The SRBC may re-bid the solicitation, with or without amendment, if it finds that acceptance of the bid would be improper or imprudent based on its analysis of the above factors.

N. Request for Quotations Process

The purchasing officer may use RFQs for procurements that qualify for Sole Source Procurements where feasible and practical (i.e., procuring professional services). RFQ proposals shall be reviewed by the purchasing officer or designee and generally awarded based on the lowest price.

O. Cooperative Purchasing

The requirements of the Compact § 15.9 are met if the SRBC participates in a cooperative purchasing program of a member jurisdiction (for example, the Pennsylvania COSTARS Program). Cooperative purchasing programs serve as a conduit through which the SRBC can leverage contracts established by the member jurisdiction's purchasing agency to cost-effectively and efficiently identify suppliers with whom to do business. These programs:

1. Encourage, expand, and facilitate the opportunities for participants to achieve procurement savings and the best value through an interactive partnership with the member jurisdiction;
2. Provide increased opportunities for vendors of any size to participate and compete for the SRBC's business; and
3. Provide contracts with competitive pricing.

Cooperative purchasing programs require competitive bidding for vendors to be selected based on providing the lowest cost for supplies and services.

IV. Contracts

A. General

Except as otherwise outlined in these procedures, any contract that will promote the best interests of the SRBC, as determined by the purchasing officer and general counsel, may be used.

B. Contract Types

A wide variety of contract types are available to SRBC to provide needed flexibility in acquiring the required variety and volume of supplies, services, and maintenance.

The following contract types are available:

1. **Fixed Price Contracts:** These contracts provide for a firm price or, in appropriate cases, an adjustable price. Fixed-price contracts providing an adjustable price may include a ceiling price, a target price (including target cost), or both. Unless otherwise specified in the contract, the ceiling price or target price is subject to adjustment or the contract price revision under stated circumstances. A firm-fixed-price contract provides a price not subject to any adjustment based on the contractor's cost experience in performing the contract. This contract type places

upon the contractor maximum risk and full responsibility for all costs and resulting profit or loss. It provides maximum incentive for the contractor to control costs.

- 2. Cost-Reimbursement Contracts** – Cost-reimbursement contracts provide for payment of allowable incurred costs to the extent prescribed in the contract. The contract establishes an estimate of the total cost for budgeting/obligating funds. It establishes a ceiling that the contractor may not exceed (except at its own risk) without the approval of the SRBC. Cost reimbursement contracts are suitable for use only when uncertainties in contract performance do not permit costs to be estimated with sufficient accuracy to use a fixed-price contract. Under Cost-Plus-A-Fixed-Fee contracts, the contractor is reimbursed for allowable, allocable costs and paid a fixed profit amount. Under Cost-Plus-Award-Fee contracts, the contractor is paid both a fixed amount unrelated to performance and an award amount related to quality/timeliness of performance.
- 3. Time-and-Materials Contracts** – A time-and-materials contract is typically used when it is not possible when placing the contract to estimate the extent or duration of the work accurately or to anticipate costs with any reasonable degree of confidence. This type of contract provides no positive profit incentive to the contractor for cost control or labor efficiency. The SRBC has typically included not-to-exceed amounts in these contracts to encourage efficiencies.
- 4. Labor-Hour Contracts** – A labor-hour contract is a variation of the time-and-materials contract, differing only in that materials are not supplied by the contractor (i.e., SRBC’s independent contractor agreements). Our typical Labor–Hour contracts include maximum hours/ceiling on billings.
- 5. Indefinite Delivery/Indefinite Quantity Contracts** – An Indefinite Delivery/Indefinite Quantity contract is a contract awarded to one or more entities to facilitate the delivery of supply and service orders.
 - a. A task order contract provides for the issuance of orders for the performance of tasks.
 - b. A delivery order contract provides for issuing orders for the delivery of supplies.
- 6. Performance-Based Contracts:** Payments for these contracts are disbursed upon accomplishment of predetermined results/outcomes. The supplier is only paid if the results/outcomes are achieved.

C. Factors in Selecting Contract Types

There are many factors that the purchasing officer should consider when selecting the contract type. The objective in selecting the contract type is to establish the pricing arrangement to produce a fair and reasonable price for performing a given scope of work. Factors included in determining the contract type include, but are not limited to, the following:

1. Extent of price competition;
2. Type and complexity of the scope of work;
3. Degree to which man hours, equipment, materials, and other costs can be accurately estimated;
4. Extent to which effort is established practice versus state of the art;
5. Period of performance; and
6. Adequacy of contractor's accounting system to meet contract requirements.

D. Contract Amendments

Requests to amend contracts shall be submitted to the purchasing officer for review and approval. Amendments to contracts shall be prepared by the purchasing officer and reviewed by the general counsel.

E. Contract Clauses

All contracts shall generally comport to this subsection and be reviewed by the general counsel.

All contracts except for those for small procurements of less than \$25,000 may contain as necessary:

1. A provision that bars or prevents conflicts of interest and a bar on lobbying;
2. An equal opportunity and/or non-discrimination provision;
3. A clause providing for and not limiting administrative, contractual, or legal remedies, damages, or appropriate penalties for the vendor's breach of contract terms;
4. Provisions allowing the SRBC to access a vendor's records as necessary to audit or verify a vendor's costs, fees, and charges related to the contract;
5. Any clauses required by a funding grant agreement or law;
6. A provision requiring the vendor to indemnify the SRBC, including its agents, servants, and employees, from any claims in any way arising out of the contract of the goods or services procured thereunder;
7. A provision permitting the SRBC to terminate the contract for cause or convenience upon written notice to the vendor;
8. A provision imposing insurance requirements on the vendor that can include, but are not limited to, workers' compensation, general liability, automotive, professional errors and omissions, and other insurances necessary to the contract;
9. A provision indicating that the vendor is an independent contractor and that no employment or agency relationship is created between the SRBC and the vendor;

10. A provision, where applicable, requiring adherence to the Federal Davis-Bacon Act, the Pennsylvania Prevailing Wage Act, the New York State Labor Law, and the Maryland Prevailing Wage Law;
11. A choice of law provision adopting the laws of the relevant member jurisdiction to govern the contract and for any disputes to be litigated in the appropriate United States District Court; and
12. A public access to records provision and a provision allowing public dissemination of information.

The time of delivery or performance shall be clearly stated in each contract. Delivery or performance must be met by the date or period specified in each contract, or the contractor may be in default. The contract documents should also include the process by which payments are to be made.

F. Administration

The general counsel is responsible for the technical and administrative sufficiency of the SRBC's contracts and shall seek financial, technical, and other advice within the SRBC in fulfilling these responsibilities. All contracts not in a pre-approved form shall be signed by the general counsel for legality and form.

Contract administration is the process of enforcing the terms of a contract through such actions as evaluating performance and progress, monitoring contract deliverables, inspections, and approval of payments and closeout.

Contract administration is the project manager's responsibility, who may delegate it to another SRBC employee, with notice to the purchasing officer.

G. Closeout of Contracts

When a contractor has met all contract terms, administrative actions have been completed, disputes settled, final payment has been made, and a contract audit has been conducted (where required), the director of Administration and Finance will close out the contract.

The director of Administration and Finance will:

1. Process the final contractor invoice;
2. Ensure payments made are equal to or less than the contract amount;
3. Complete review of contract funds and ensure excess funds are de-obligated;
4. Close applicable charge codes in the accounting system; and
5. Move electronic and hardcopy contract files to "contract complete" files.