

**PURCHASING PROCEDURES
FOR
HANOVER COUNTY
&
HANOVER COUNTY PUBLIC SCHOOLS**



EFFECTIVE JULY 1, 2020

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I PURPOSE AND INTENT

- A. The purpose of this document is to provide guidance on procurement from nongovernmental sources and to ensure that all procurement activity is compliant with the Virginia Public Procurement Act (VPPA) (*Code of Virginia* § 2.2-4300 et seq.).
- B. “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, it is the intent of the General Assembly 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. Public bodies may consider best value concepts when procuring goods and nonprofessional services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation.” (*Code of Virginia* § 2.2-4300C)

II STANDARDS OF CONDUCT

- A. Because of the extraordinary trust and responsibility exercised by public officials conducting procurement transactions and because of the legitimate expectation by the public that this trust and responsibility be exercised properly, the laws of this Commonwealth dictate a higher standard of conduct for procurement officials than for public employees generally. All County employees having official responsibility for procurement transactions must conduct business with vendors in a manner above reproach in every respect. Transactions relating to the expenditure of public funds require the highest degree of public trust.

No County employee having administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction or any claim resulting therefrom shall solicit, demand, accept or agree to accept from a Bidder, Offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value present or promised, unless consideration of substantially equal or greater value is exchanged.

- B. "No public employee having official responsibility for a procurement transaction shall knowingly falsify, conceal, or misrepresent a material fact; knowingly make any false, fictitious or fraudulent statements or representations; or make or use any false writing or document knowing it to contain any false, fictitious or fraudulent statement or entry" (*Code of Virginia*, §2.2-4376). "Any person convicted of a willful violation of any provision of this article shall be guilty of a Class I misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment" (*Code of Virginia*, §2.2-4377). "Official responsibility means administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom" (*Code of Virginia*, §2.2-4368).

Misrepresentations include, but are not limited to:

1. Declaring a vendor to be a sole source knowing that it is not.
2. Describing requirements in a manner that will limit competition.
3. Soliciting other than valid sources to limit competition.
4. Signing for receipt of goods or services not yet received or completed.
5. Altering any procurement document to disguise or change the outcome.

III METHODS OF PROCUREMENT

A GENERAL INFORMATION:

1. Buy Local: Employees will make a concerted effort to include one or more Hanover County vendors when soliciting bids. This effort is not intended to give preference in making an award, but is intended to provide Hanover County vendors a chance to participate in procurement opportunities.
2. Small, Woman and Minority-Owned (SWAM): Employees will make a concerted effort to include one or more vendors certified by the Virginia Department of Small Business and Supplier Diversity as small, woman-owned or minority-owned among those contacted. This effort is not intended to give preference in making an award, but is intended to provide SWAM vendors a chance to participate in procurement opportunities. All solicitations posted to eVA (the Commonwealth's electronic procurement portal) meet this requirement. (*Code of Virginia § 2.2-4310B*).
3. When determining the proper method of procurement, purchases may not be arbitrarily split to qualify for another method of procurement. Evidence of order splitting will be cause for revocation of delegated purchasing authority.
4. Any document required by a vendor to establish credit prior to making a purchase, must be reviewed and approved by Purchasing or the County Attorney's Office.
5. If a written contract is required, regardless of procurement method, the contract must be prepared or approved by Purchasing staff and is subject to review by the County Attorney's Office.
6. If specifications are written with only a single "brand name" description, or written based upon the specifications of a single product, a written justification stating why additional brands are not acceptable or could not be used in specification development must be submitted. Purchasing staff will review the justification. If rejected, Purchasing will explain the reasons for rejection and work with the end user to modify the specifications.

B. SMALL PURCHASES: The following small purchase procedures have been established for use when acquiring materials, supplies, equipment, printing or nonprofessional services. Solicitations that are expected to exceed \$20,000 require the posting of a public notice on eVA. Quick Quote solicitations meet the public posting requirement.

1. Single Quotation (Up to \$10,000)

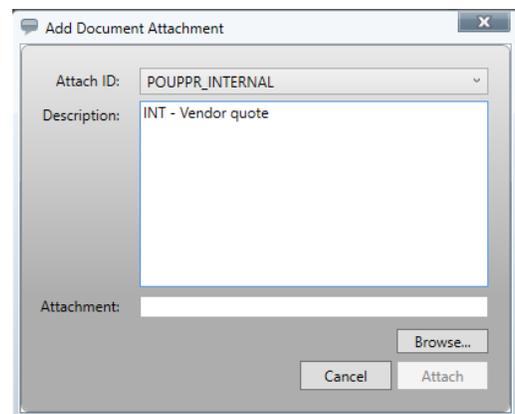
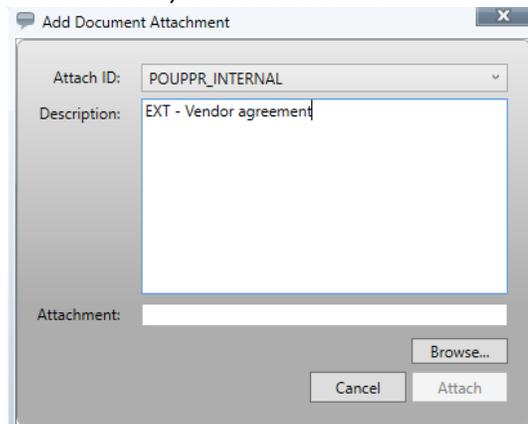
- a. Solicitation of bids at this level is delegated to the department.
 - Place orders up to \$5,000 directly with the vendor. A purchase order can be issued if requested by the vendor, but is not required. The end user is responsible for obtaining and retaining verification of the Contractor's insurance and licensing for service purchases if a purchase order is not issued.
 - An order over \$5,000 requires a purchase request (PR) be created in ONESolution for release of a purchase order prior to the order being placed with the vendor.
- b. Purchases may be made upon receipt of one (1) written or telephone (oral) quote. Additional quotes may be solicited. If more than one quote is received, the award will be made to the lowest responsive and responsible bidder. Additional quotes should be requested if there is reason to believe a quotation is not a fair and reasonable price. For purchases over \$5,000, Purchasing may solicit additional bids before issuing a purchase order.
- c. Use the County purchasing card when possible. A receipt or invoice must be kept in the cardholders file. All purchases made using the purchasing card are subject to the Purchasing Card Policies and Regulations.

2. Informal Solicitation (Up to \$20,000) – This method of solicitation is only to be used with the written approval of the Purchasing Division Director or the Finance and Management Services Director .
 - a. County/School staff or Purchasing Division staff must solicit a minimum of three (3) valid sources for the purchase of goods or services not expected to exceed \$20,000. Award will be made to the lowest responsive and responsible bidder.
 - b. If the goods/services can be easily communicated, solicitation by telephone is acceptable. Documentation submitted with the PR must include the date the quote was provided, the name of the individual providing the quote, a detailed description of the goods/services to be purchased and the price.
 - c. If the nature of the goods/services is more complex, a written description should be sent to the vendor and their quote returned in writing (email or letter).
3. Unsealed Bidding (Over \$10,000 to \$200,000) – Purchases at this level will be handled by Purchasing Division staff.
4. Unsealed Proposals (Professional services up to \$80,000, goods/nonprofessional services up to \$200,000) – Purchases at this level will be handled by Purchasing Division staff.
- C. COMPETITIVE SEALED BIDDING (over \$200,000) – Purchases at this level will be handled by Purchasing Division staff.
- D. COMPETITIVE NEGOTIATIONS (Professional services over \$50,000, goods/nonprofessional services over \$200,000) – Purchases at this level will be handled by Purchasing Division staff.

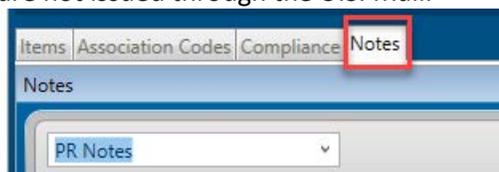
IV PROCURMENT DOCUMENTATION

A. PURCHASE REQUEST

1. A purchase request (PR) created in ONESolution, is the official request to issue a purchase order for goods or services. A purchase order is required for purchases greater than \$5,000. A purchase order can be issued for purchases below that amount but is not required.
2. The PR must include an itemized listing with a complete description of the goods/services being purchased.
3. Once approved by the requesting department/school, funds are pre-encumbered in ONESolution. If this pre-encumbrance results in a negative balance, Purchasing will not release a purchase order until a BT is processed to cover the deficient amount.
4. A written quotation from the vendor must be attached to the PR. Any other communications with the vendor should also be included as an attachment. For attachments that need to be sent to the vendor along with the purchase order, start the title of the document with EXT. For documents not to be sent to the vendor, start the title with INT.



5. A vendor email address must be included on the NOTES tab of the PR so that Purchasing can email the resulting purchase order to the vendor. Additional County/School emails may be included if the purchase order is to be sent to someone other than the person that created the PR. Purchase orders are not issued through the U.S. Mail.



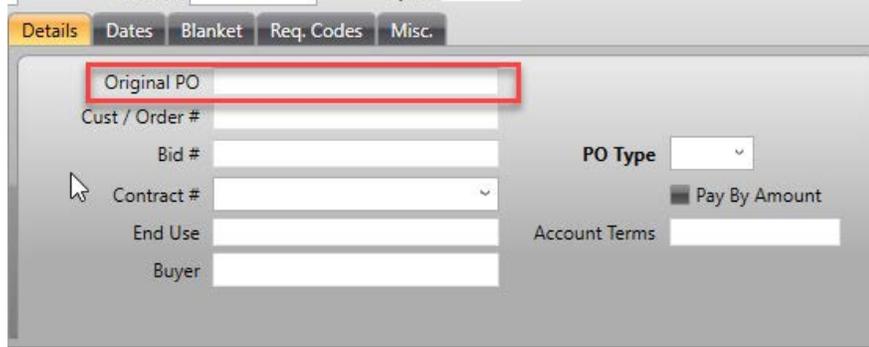
B. PURCHASE ORDER

1. A purchase order (PO) is a legal document authorizing the purchase and payment of items requested by the department. Purchase orders are only issued by the Purchasing Division.
2. The cost of goods/services shown on the purchase order are encumbered funds. When processing invoices, be sure to use the PO Extraction process to ensure the payment amount is unencumbered and the appropriate GL coding is used. If the GL is not correct, contact Purchasing so that it can be changed on the purchase order before processing the invoice.

C. CHANGE ORDER

1. Change orders are adjustments to a previously issued purchase order. Change orders are generally issued to: (a) increase or decrease the number of units ordered, (b) change the delivery date, change the delivery location or extend the contract term, (c) cancel all or part of the order, (d) change the Scope

of Work, (e) correct clerical errors, or (f) for other similar purposes approved by Purchasing. The submittal of a PR is required to start this process. It is important that the original purchase order number appear in the appropriate field or the change order will be issued as a new purchase order.



The screenshot shows a software interface with a tabbed menu at the top: 'Details', 'Dates', 'Blanket', 'Req. Codes', and 'Misc.'. The 'Details' tab is active. Below the tabs, there are several input fields. The 'Original PO' field is highlighted with a red rectangular box. Other fields include 'Cust / Order #', 'Bid #', 'Contract #', 'End Use', and 'Buyer' on the left side. On the right side, there are 'PO Type' (a dropdown menu), a 'Pay By Amount' checkbox, and 'Account Terms' (a text input field).

2. When creating a PR for a change order, you should also select the code CO on the Req. Codes tab.



The screenshot shows the same software interface as above, but with the 'Req. Codes' tab selected. The 'Req Codes' section contains a grid of dropdown menus. The first dropdown menu in the first row is highlighted with a red rectangular box and contains the text 'CO'. There are two rows of five dropdown menus each.

3. Contractors are not authorized to proceed with work covered under a change order until the change order is issued by Purchasing, unless the contract documents specifically state otherwise.
4. If the only item on the purchase order that needs to be changed is the GL coding, this can be done by sending an email to the Purchasing Division Director. A PR is not required.
5. A public contract may include provision for modification of the contract during performance, but no fixed-priced contract may be increased by more than twenty-five (25) percent of the original amount of the contract or \$50,000, whichever is greater, without the approval of the County Administrator/ Superintendent of Schools or their designee. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of a contractor from the consequences of an error in its bid or offer. (*Code of Virginia § 2.2-4309*)

V SPECIAL PROCUREMENT PROVISIONS

A. STANDARDIZATION OF PRODUCTS:

1. County Administration has determined that in the interests of the County to control the cost of maintenance and operation, training, quality and reliability of certain products, certain brand name products will be purchased as “no substitute” items.
2. To qualify as a standardized product and be bid as a “no substitutes” commodity, a written justification supporting the request for standardization must be submitted along with the PR.

B. SOLE SOURCE PURCHASES:

1. Upon a determination in writing that only one source is practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive solicitation. This differs from a proprietary procurement where the product required is restricted to the manufacturer(s) stipulated, but is sold through distributors and competition between them can be obtained. Note: A written quotation must be obtained from the vendor and attached to a PR along with a completed NOTICE OF SOLE SOURCE PURCHASE form.
2. Posting Requirements: All sole source notices will be posted on eVA and at a minimum state that only one source was determined to be practicably available. The notice must also state the goods/services procured, the Contractor selected, and the date on which the contract was or will be awarded.

C. EMERGENCY PURCHASES:

1. Types of Emergency Purchases: The nature of the emergency will determine what pre-award action should be taken:
 - a. For an emergency purchase required to protect personal safety or property, efforts should be directed to finding a source and directing the Contractor to proceed; however, such procurement will be made with such competition as is practicable under the circumstances (*Code of Virginia, § 2.2-4303F*). This does not relieve the employee of the responsibility to negotiate a fair and reasonable price and subsequently documenting the procurement action.
 - b. For other types of emergencies, competition should also be sought to the maximum extent practicable. Vendor's qualifications may be checked and verification of insurance coverage, if applicable, information on warranty offered, and any other data pertinent to the procurement.
2. As soon as possible following the purchase, the department must complete the NOTICE OF EMERGENCY PURCHASE form and attach it to a PR along with a written quotation from the vendor.
3. Posting Requirements: All emergency notices will be posted on eVA and, at a minimum, state that the procurement has been declared an emergency. The notice must also state the goods/services being procured, the Contractor selected, and the date on which the contract was or will be awarded.

- ### D. PURCHASE OF USED EQUIPMENT: Complete information describing the item must be provided to Purchasing along with the price being offered by the seller in writing. Prior to preparation of any purchase order, Purchasing must obtain a written statement from a person who is technically knowledgeable of the type of equipment to be purchased, normally the end user, verifying the condition of the equipment, its future usefulness, and that its purchase would be in the best interest of the County (The Director of Fleet Services, or his designee, should document all vehicles and motorized equipment). Upon a determination in writing that the price is fair and reasonable for used equipment meeting the department's needs, a contract may be noncompetitively negotiated and awarded up to \$50,000. Used equipment purchases over \$50,000 that are available from only one source may be purchased in accordance with sole source procedures.

E. COOPERATIVE PROCURMENT AND CONTRACTS OF OTHER PUBLIC BODIES:

1. A public body may purchase from another public body's contract even if it did not participate in the RFP or IFB, if the RFP or IFB specified that the procurement was being conducted on behalf of other public bodies. Exceptions to cooperative contracts are architectural/engineering services or construction excluding (i) the installation of artificial turf and track surfaces, (ii) stream restoration, or (iii) stormwater management practices (*Code of Virginia § 2.2-4304*).
 - a. Purchasing staff must approve all purchases made from another public body's contract(s).
 - b. Prior to approving purchases from another public body's contract, Purchasing will generally require documentation that assures compliance with statutes governing such procurements. This documentation will generally include:
 - o A copy of the bid issued by the public body;
 - o A copy of the signed contract, or copy of a signed purchase order;
 - o Documentation of contract pricing.
2. The County may utilize the contracts of the General Services Administration (GSA) or other purchasing cooperatives (i.e. OMNIA Partners) if the bid or RFP meets the requirements of this section. Contracts must be reviewed and approved by Purchasing prior to use.

F. INSURANCE:

1. Contractor's must be insured when performing services on County owned property. These are the County's basic requirements.

Coverage Required	Required Limit	Description
Business Automobile Liability	\$1,000,000.00	- Combined Single Limit per Occurrence
Commercial General Liability	\$1,000,000.00 \$2,000,000.00 \$2,000,000.00	- Combined Single Limit per Occurrence - General Aggregate Limit per Project - Products and Completed Operations Aggregate
Personal and Advertising Injury Liability	\$1,000,000.00	- Each Offense per Person or Organization
Umbrella Excess Liability	\$1,000,000.00	- Per Occurrence and Aggregate as Applicable
Worker's Compensation & Employer's Liability	\$ 500,000.00 \$ 500,000.00 \$ 500,000.00	- Per Accident - Disease per Employee - Policy Limit Disease

2. Low-Risk Liability Agreement: In instances where a Contractor is being paid less than \$2,000 and cannot or will not obtain insurance, an agreement can be executed wherein the Contractor agrees to indemnify the County from any liability. This is only available for use at Schools and is limited to services such as; speakers, lecturers, authors, performers and artists.

- G. CONTRACT REVIEWS: When a Contractor requires that their contract form be executed, whether hard copy or electronic, it must be submitted to Purchasing for review. If approved, all contracts will be signed by the Purchasing Division Director or the Finance and Management Services Director. Submit any such contracts to requisitions@hanovercounty.gov.

VI EXCEPTIONS TO COMPETITIVE REQUIREMENTS

The following purchases can be made without competitive solicitation (a purchase order is required when in excess of \$5,000 except where noted below):

- A. Books, pre-printed materials, reprints and subscriptions (e.g., print or electronic), pre-recorded audio and video cassettes, compact discs, slide presentations, etc., when only available from the publisher/producer.
- B. Academic/research consulting services.
- C. Purchases of used equipment including used equipment purchased at a public or online auction.
- D. Honoraria, entertainment (speakers, lecturers, musicians, performing artists).
- E. Training that is specialized, proprietary, or not typically available to the general public for which competition is generally unavailable.
- F. Royalties and film rentals when only available from the producer or protected distributors.
- G. Professional organizational membership dues.
- H. Writers/Authors.
- I. Artists (excluding graphic artists); original works of art; and original, or authentic antique period art frames (does not include newly created replacement or reproduction frames).
- J. Photographers other than for graduations and yearbooks, e.g., for official photographs/portraits.
- K. Advertisements such as in newspapers, magazines, journals, radio, television, etc.
- L. Utility charges (no purchase order required).
- M. Accreditation fees and academic testing services.
- N. Conference facilities (to include conference support and related lodging and meals) only when the use of a specific facility is directed by an outside donor, sponsor or organization.
- O. Purchases for testing or evaluation (limited to purchases of quantities considered necessary for complete and adequate testing).
- P. Purchases of airline tickets.
- Q. Purchases of goods for resale.
- R. Legal services.

VII CONTRACTOR LICENSE REQUIREMENTS

- A. Contractor Licensing and Registration. State statutes and regulatory agencies require that some contractors be properly registered and licensed, or hold a permit, prior to performing specific types of services. Those services include but are not limited to the following:

<u>SERVICE</u>	<u>REGULATORY AGENCY</u>
1. Construction	Dept. of Professional & Occupational Regulation
2. Pesticide Application Fertilizer Application	Dept. of Agriculture and Consumer Services
3. Asbestos Service Fire Alarm System Installation	Dept. of Professional & Occupational Regulation
4. Private Security Service Locksmith Services Security Alarm System Installation	Dept. of Criminal Justice Services
5. Treatment, Storage, Handling, Transportation or Disposal of Hazardous Waste or Hazardous Radioactive Material	Dept. of Environmental Quality

- B. Construction, Removal, Repair or Improvement. 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 (*Code of Virginia*, §§ 54.1-1103 and 54.1-1115):

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 in 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.

VIII DISPOSAL OF SURPLUS PROPERTY

A. SURPLUS PERSONAL PROPERTY:

1. An item of personal property no longer needed is considered surplus personal property.
2. Hanover County & Hanover County School Board employees and their immediate families are not eligible to purchase surplus personal property from the County or Schools, regardless of the method of sale.
3. The Purchasing Division is responsible for the disposal of all items through a competitive process whenever possible. The Purchasing Division Director or school Principal may approve the transfer of surplus items to other departments, schools or to another governmental entity. Approval of donations and transfers of items to eligible organizations are pursuant to applicable statutes.
4. Departments/Schools are responsible for providing Purchasing with a detailed list (to include pictures) of items to be posted for auction. Vehicles and items of heavy equipment must be declared surplus by the Director of General Services. Department Directors, Principals or their designee will approve all items proposed for disposal. It is very important to accurately describe items and include the serial number and, if appropriate, the FIXED ASSET ITEM NUMBER so the item may be removed from the fixed asset inventory. Disposition of equipment purchased with federal funds must be in accordance with federal and Virginia laws and regulations.
5. Unclaimed property in the possession of the Sheriff's Office will be sold by the Sheriff.

B. SURPLUS REAL PROPERTY: The County may dispose of surplus real property with the approval of the Board of Supervisors, following any required public hearing.

C. TRADE-INS: Trade-in items are not considered surplus property. Trade-in items may only be traded in for the purchase of similar goods and equipment. Materials are considered a trade-in item only if the supplier's removal of the material and provision of a replacement occur at substantially the same time, and if the purchase price of the replacement item has been reduced to reflect a fair allowance for the trade-in item. A trade-in should not be considered if the monetary allowance offered is substantially below the known current sales range.

IX RESPONSIBILITIES OF END USERS

- A. Determine the goods and services needed to carry out assigned duties, adequately plan for acquisition and allow sufficient time for acquisition.
- B. Ensure that the acquisition of goods and services is done in accordance with the laws, policies, regulations, procedures, and directives of Hanover County and the VPPA.
- C. CONSOLIDATE PURCHASE OF SIMILAR ITEMS: Group purchases of like items or groups of items that can be obtained from the same type of vendors. This avoids the appearance of arbitrarily "splitting" orders and generally results in less repetitive work and better prices.
- D. PROVIDE SPECIFICATIONS: It is the responsibility of the end user to draft specifications for the goods or services needed which are clear, concise, and are not written so as to limit competition. If requested, Purchasing will assist in gathering information and preparing specifications. The preparation of good specifications is essential if Purchasing is to obtain the required products or materials within a time generally acceptable to the department. Incomplete and restrictive specifications cause delays processing the procurement.
 - 1. Specifications can either enhance or inhibit competition. It is the intent of the VPPA that competition be sought to the maximum feasible degree. This can be accomplished by describing goods or services in a manner which meets County needs and encourages competition. Unless otherwise expressly stated in the solicitation, all supplies and equipment furnished must be new and in first class condition. Demonstration, previously rented or reconditioned items are not considered new. The following specification categories are listed in the preferred order of use:
 - a. Generic (Performance and Design): Develop requirements with a view towards soliciting the requirement on a generic specification basis. Under appropriate circumstances, performance specifications (setting forth the performance requirements), design specifications (setting forth the essential characteristics of the items solicited), or a qualified products list (QPL) may be used.
 - b. Brand Name or Equivalent: When it is determined to be impractical to develop a generic specification, a brand name may be used to convey the general style, type, character and quality of the article desired. Unless otherwise provided in the IFB, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand or manufacturer named. Any article which the County, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended, shall be accepted (*Code of Virginia, § 2.2-4315*). When a brand name or equivalent specification is used, salient characteristics should be listed.
 - c. Proprietary: A proprietary specification restricts the acceptable products to those of one or more specified manufacturers. It is appropriate to use a proprietary specification when the desired product must be compatible with or is an integral component of existing equipment or products, or where prequalification of products is necessary to support specific needs of a program; is covered by a patent or copyright; must yield absolute continuity of results; or is one with which a user has had extensive training and experience, and the use of any other similar piece of equipment would require considerable reorientation and training. Upon solicitation, every effort must be made to obtain full competition among the distributors which carry the manufacturer's product. Determinations for use of a proprietary specification shall be made in advance, in writing, and will be included in the procurement file.
 - d. Vendor Assistance in Specification Preparation: Advice or assistance may be received from a vendor in identifying the features and characteristics needed. However, no person who, for compensation, prepares an IFB, RFP or other solicitation document shall (1) submit a bid or proposal for that

procurement or any portion thereof or (2) disclose to any Bidder or Offeror information concerning the procurement which is not available to the public. However, a public body may permit such person to submit a bid or proposal for that procurement or any portion thereof if the public body determines that the exclusion of such person would limit the number of potential qualified Bidders or Offerors in a manner contrary to the best interests of the public body (*Code of Virginia, § 2.2-4373*). This does not prohibit the end user and vendors from freely exchanging information concerning what is sought to be procured and what is offered. The name of the vendor(s) providing assistance must be submitted with the solicitation request to Purchasing. Such information is helpful to the buyer when identifying restrictive or proprietary features which could be challenged by other Bidders or Offerors causing delays or cancellations.

2. Additive Bid Items for Construction Projects:

- a. The Architect/Engineer (A/E) is responsible for the development and design of the project to conform to the scope and to be within the Design Not to Exceed Construction Budget identified in the A/E contract. The work included in the Total Base Bid shall provide a complete and functional facility meeting all requirements of the specifications, including Building Code, accessibility and safety requirements.
- b. When the project cost estimate indicates that the Total Base Bid for the project scope may not be within the available funds, the appropriate department, and A/E, as appropriate, should consider what features would be negotiated out if bids are over budget and include that Work as Additive Bid Items for cost or budget control. After the department and A/E have incorporated reasonable cost containment measures in the design, Additive Bids Items may, with the approval of the Purchasing Division Director, be used for budget control subject to the following limitations:
 - Additive Bid Items will be sequenced in priority order.
 - The low bidder will be determined based on the lowest cumulative bid for the Total Base Bid plus the total amount of the Additive Bid Items, taken in the sequence listed in the Bid Document as the Owner in its sole discretion decides to accept/award, giving consideration to preferences as provided for in the *Code of Virginia § 2.2-4324*.
 - Only the term Additive Bid Item shall be used. Use of the term Alternate should not be used.
 - Additive bids are not be used to provide essential elements of the project, such as connection to water supply, required lighting levels, or adequate HVAC capacity, or Work without which the project would not be in conformance with applicable Building Code requirements, functional or safe.
 - Each Additive Bid Item will be independent of other Additive Bid Items.
 - None of the Additive Bid Items will compromise the work in the Base Bid and other Additive Bid Items for compliance with Building Code, accessibility or safety requirements.
 - Negotiations may include both Base Bid Work and Additive Bid Items.

E. PROCUREMENT PLANNING: Departments must allow adequate time for the required procurement process to be carried out when planning for needed goods/services. Estimated lead times are as follows:

Unsealed Bid (Quick Quote or IFB): Review draft specifications, solicit bids, evaluate bids, develop written contract (if required), and issue purchase order. 5 – 15 days

Unsealed Proposals: Review draft statements of needs, solicit proposals, review responses, evaluate, negotiate, develop a written contract, and issue purchase order. 20 – 30 days

Sealed Bid (IFB): Review draft specifications, solicit bids, evaluate bids, develop written contract, and issue purchase order. 30 – 45 days*

*Add 10 days if Purchasing or IT staff must develop/rewrite specifications.

Competitive Negotiation (RFP): Review draft statements of needs, solicit proposals, review responses, evaluate, negotiate, develop a written contract, and issue purchase order. 45 – 60 days*

*Add 10 days if Purchasing or IT staff must develop/rewrite scope of services.

- F. **VENDOR CONTACT**: Following the issuance of a solicitation, contact between end users and vendors should be limited to the employee(s) listed in the solicitation. Requests for information from vendors should be referred to Purchasing so a decision can be made if an addendum is necessary.
- G. **CONTRACT ADMINISTRATION**: Once a contract is signed or purchase order is issued, contract administration is required. Contract administration is necessary to assure a Contractor's performance with the terms and conditions of a contract. Since the end user receives goods ordered, has services provided directly to it by the Contractor and authorizes payment, the end user also has the primary responsibility for contract administration. Purchasing may assume responsibility for contract administration when a contract is established for use by multiple departments (such as office supplies). Contract administration includes:
1. Reviewing the purchase order and immediately notifying Purchasing if you detect errors.
 2. Following up on orders if not received on time or request that Purchasing follow up by:
 - a. Notifying Purchasing, in writing, of any complaints against the vendor.
 - b. Checking goods/services for compliance with specifications as soon as possible after receipt.
 - c. Not increasing or decreasing the quantity ordered without a change order issued by Purchasing.
 - d. Not allowing the vendor to substitute items for those ordered.
 3. Identifying problems with contractor performance and coordinating efforts to resolve them.
 4. Making sure to only pay for those items received and at the agreed upon contract price. Invoice pricing must be checked against contract prices to ensure appropriate payment.
 5. Making sure the Contractor receives payment in accordance with the terms of the contract.
- H. **RECEIPT AND INSPECTION OF GOODS**:
1. The end user must arrange for review of each delivery for conformance with the purchase order and any other relevant contract documents and will verify that the Contractor has complied with the terms of the order.
 2. Inspection should be made at the time of delivery, if possible, or within two business days thereafter. The quicker the inspection is made, the more likely any problems can be resolved in any claims against the Contractor or shipper.
 3. In the case of suspected damage; e.g., the original shipping carton is materially damaged, the department, if unable to inspect immediately, should write on the delivery ticket "Possible Concealed Damage".
 4. The department must promptly report all discrepancies in the receipt of goods to the Contractor, shipper and Purchasing.
 5. Any over shipments accepted must be reflected in change orders. If not accepting an over shipment, the department will notify Purchasing and the Contractor that the over shipment will not be accepted and advise the Contractor to have the excess goods picked up.

6. The General Services Department, Fleet Division will be the location for delivery and inspection of all motor vehicles and heavy equipment, unless otherwise agreed to by the Director of General Services. The General Services Department, Fleet Division will process payment for such purchases and will notify the department when the vehicle or equipment is ready for use.

X FEDERAL GRANT FUNDED PURCHASES

In addition to complying with all applicable State procurement law and County procurement policies and procedures, any transaction which involves the expenditure of federal grant funding must comply with the standards set forth in *The Code of Federal Regulations*, 2 CFR §§ 200.318 – 326 as well as any requirements of the grant award.

A. USING DEPARTMENT:

1. Must indicate in the purchase requisition whenever federal grant funding is being used for a purchase.
2. Must submit any federal grant funded purchase requirement exceeding \$2,000 to Purchasing for processing.
3. Must provide Purchasing a copy of the grant award document and any other guidance issued by the federal granting agency.
4. Must provide contract administration oversight and coordinate with Purchasing to ensure that the Contractor performs in accordance with the terms, conditions, and specifications of the contract or purchase order.
5. Must avoid acquisition of unnecessary or duplicative items.

B. PURCHASING:

1. Will ensure that the transaction complies with the standards set forth in 2 CFR §§ 200.318 – 326 as well as any other requirements of the grant award.
2. Will indicate that the transaction involves the expenditure of Federal funds when sending any document to the County Attorney's office for review.
3. Will follow County purchasing procedures provided that the transaction conforms to applicable Federal law and the standards set forth in 2 CFR §§ 200.318 – 326.
4. Will identify any conflict between County purchasing procedures and the requirements set forth in 2 CFR §§ 200.318 – 326 or other requirements of the award and determine appropriate resolution.
5. Will ensure that the transaction complies with the requirements of Article VI of the VPPA (Code of Virginia §2.2.4367 et seq.) and the Virginia State and Local Government Conflict of Interests Act (Code of Virginia §2.2.3100 et seq.), to ensure that there is no actual conflict of interest or the appearance thereof with respect to the transaction.
6. Will work with the Using Department to ensure that acquisition of unnecessary or duplicative items is avoided, and when appropriate, perform analysis of lease versus purchase or other appropriate analysis of the most economical approach to the purchase.
7. Will, where appropriate, enter into state and local intergovernmental agreements or inter-entity agreements for procurement for use of common or shared goods and services (joint and cooperative purchases) to foster greater economy and efficiency.
8. Will use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.
9. Will encourage the use of value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions.

10. Will award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
11. Will maintain records sufficient to detail the history of the procurement. These records will include, but are not necessarily limited to: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.
12. Will use a time and materials type contract only after a determination that no other contract is suitable and only if the contract includes a ceiling price that the contractor exceeds at its own risk. Assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.
13. Will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to: source evaluation, protests, disputes, and claims.
14. Will conduct procurement transactions in a manner providing full and open competition in accordance with 2 CFR §200.319 and avoid situations considered to be restrictive of competition including, but not limited to:
 - a. Placing unreasonable requirements on firms in order for them to qualify to do business;
 - b. Requiring unnecessary experience and excessive bonding;
 - c. Noncompetitive pricing practices between firms or between affiliated companies;
 - d. Noncompetitive contracts to consultants that are on retainer contracts;
 - e. Organizational conflicts of interest;
 - f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
 - g. Any arbitrary action in the procurement process.
15. Will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
16. Will use only Methods of Procurement compliant with those allowed by 2 CFR §200.320 including:
 - a. Single Quote Purchase procedures consistent with thresholds defined in 2 CFR §200.67 or the County’s single quote limit, whichever is lower.
 - b. Small Purchase procedures consistent with County Purchasing Procedures for purchases not exceeding the Federal Simplified Acquisition Threshold defined in 2 CFR §200.88 or the County’s small purchase limit, whichever is lower.

- c. Competitive Sealed Bidding procedures consistent with County Purchasing Procedures, resulting in a firm fixed price (lump sum or unit price) contract.
 - d. Competitive Proposals consistent with County Purchasing Procedures.
 - e. Noncompetitive Proposals only when one or more of the following circumstances apply:
 - The item is available from only a single source.
 - The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
 - The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request; or
 - After solicitation of a number of sources, competition is determined inadequate.
17. Will, pursuant to 2 CFR §200.321, take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 18. Will, pursuant to 2 CFR §200.322, ensure that all grant funded contracts comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines
 19. Will apply the contract cost and price guidelines set forth in 2 CFR §§200.323 as follows:
 - a. Perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
 - b. Negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
 - c. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for County under Subpart E—Cost Principles of 2 CFR 200 subpart E. The County may reference its own cost principles that comply with the Federal cost principles.
 - d. The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.
 20. Will enable the Federal awarding entity or pass-through entity to review procurement documents pursuant to 2 CFR §200.324

21. Will ensure that construction or facility improvement contracts exceeding the Federal Simplified Acquisition Threshold meet bonding requirements specified in 2 CFR §200.325. Unless determined otherwise by the Federal Awarding Agency the minimum requirements must be as follows:
- a. A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
 - b. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
 - c. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.
22. Will, in addition to any other provisions required by the federal awarding agency or the County, ensure contracts funded by federal grants contain the applicable provisions described in Appendix II to 2 CFR Part 200 – Contract Provisions for non-Federal Entity Contracts Under Federal Awards as summarized in the table below and detailed in the subsequent corresponding lettered paragraphs.

	Provision Topic	Contract Type and Value
a	Contractual Procedures (breach, remedies, sanctions and penalties)	All contracts exceeding Simplified Acquisition Threshold (\$150,000).
b	Termination Clause	All contracts exceeding \$10,000.
c	Equal Employment Opportunity	All contracts. Any dollar value.
d	Davis-Bacon Act	Construction Contracts exceeding \$2,000.
e	Contract Work Hours and Safety Standards Act	Contracts that involve the employment of mechanics or laborers exceeding \$100,000.
f	Rights to Inventions Made Under a Contract or Agreement	“Funding Agreements” related to experimental, developmental, or research work type. Any dollar value.
g	Environmental Protection (Clean Air Act and Federal Water Pollution Control Act)	All contracts exceeding \$150,000.
h	Debarment and Suspension Certification	All contracts.
i	Lobbying Certification	All contracts exceeding \$100,000.
j	Recovered Materials	Purchases of items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

- a. Contracts for more than the federal Simplified Acquisition Threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- b. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

- c. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- d. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- f. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- g. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a

provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- h. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- i. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) — Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- j. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

GLOSSARY

Bid: A competitively priced offer made by an intended seller, usually in reply to an Invitation for Bids (IFB). A price offer made at a public auction.

Bidder: A person or firm submitting a priced offer in response to a Quick Quote or IFB.

Change Order: A written notice to a contractor, issued by Purchasing, identifying and authorizing changes to an existing purchase order.

Construction: Building, altering, repairing, improving or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property (*Code of Virginia, § 2.2-4301*).

Contract: When used as a noun in this Manual, contract refers to an agreement enforceable by law, between two or more competent parties, to do or not to do something, not prohibited by law, for a consideration. A contract is any type of agreement or order for the procurement of goods or services. As a verb, contract has its usual legal sense, signifying the making of an agreement for consideration.

Contract Administration: The management of all facets of a contract to assure the contractor's total performance is in accordance with the contractual commitments and that the obligations of the contractor under the terms and conditions of the contract are fulfilled.

Contractor: An individual or firm that has entered into an agreement to provide goods or services.

Delegated Purchase: The purchase of goods or services not expected to cost more than \$5,000 made by a department without the issuance of a purchase order.

Design Specification: A description setting forth the essential characteristics the item bid must possess to be considered for award.

Emergency: An occurrence of a serious and urgent nature that demands immediate action.

Ethics: Pertaining to or relative to moral action, conduct, motive or character; as ethical emotion; professionally right or befitting; conforming to professional standards of conduct. The Virginia Public Procurement Act (VPPA) covers "Ethics in Public Contracting" (*Code of Virginia, §§ 2.2-4367 through 2.2-4377*).

Goods: Material, equipment, supplies, printing, and automated data processing hardware and software (*Code of Virginia, § 2.2-4301*).

Invitation for Bid (IFB): A document issued by Purchasing which contains or incorporates by reference the specifications or scope of work and all contractual terms and conditions, that is used to solicit written bids for a specific requirement for goods or nonprofessional services.

Minority-Owned Business: A business that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university as defined in § 2.2-1604, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity (*Code of Virginia, § 2.2-4310*).

Nonprofessional Services: Any services not specifically identified as professional services in the definition of professional

services (*Code of Virginia*, § 2.2-4301).

Offeror: A person or firm that makes an offer in response to a RFP.

Performance Specification: A specification setting forth performance requirements that have been determined to be necessary for the item involved to perform and last as required.

Procurement: The procedures for obtaining goods or services, including all activities from the planning steps and preparation and processing of a requisition, through receipt and acceptance of delivery, processing of final payment and all phases of contract administration.

Professional Services: Work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, dentistry, law, medicine, optometry, pharmacy or professional engineering (*Code of Virginia*, § 2.2-4301).

Proposal: An offer made by one party to another, which is used as a basis for entering into a contract.

Proprietary Specification: A specification that restricts the acceptable product(s) or service(s) to that of one or more manufacturer(s) or vendor(s). A common example would be the use of a “brand name” specification that would exclude consideration of proposed “equals.”

Purchase Order: A document used to execute a purchase transaction with a vendor. It serves as notice to a vendor that an award has been made and that performance can be initiated under the terms and conditions of the contract.

Request for Proposals (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting proposals; the RFP procedure requires negotiation with Offerors (to include prices) as distinguished from competitive bidding when using an IFB.

Responsible Bidder/Offeror: A person or firm with the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability which will assure good faith performance, and who has been prequalified, if required (*Code of Virginia* § 2.2-4301).

Responsive Bidder: A person or firm who has submitted a bid which conforms in all material respects to the IFB (*Code of Virginia*, § 2.2-4301).

Services: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies (*Code of Virginia*, § 2.2-4301).

Small Business: A business, independently owned and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and, together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business (*Code of Virginia*, § 2.2-4310).

Sole Source: A product or service which is practicably available from only one source.

Solicitation: A telephone call, Quick Quote, IFB, RFP or any other means used to obtain bids or proposals for the purpose of entering into a contract.

Specification: A description of the technical requirements for a material, product, or service that includes the criteria for determining whether these requirements are met. A specification may describe the performance parameters which a supplier has to meet, or it may provide a complete design disclosure of the work or job to be done. Specifications for service contracts normally take the form of a statement of work.

Spot Purchase: A one-time purchase made in the open market. If it is under the small purchase threshold, it will be made in accordance with the applicable small purchase procedures. If it is over the small purchase threshold, it will be made by competitive sealed bidding or by an exception thereto authorized by law.

Subcontractor: Any entity that has a contract to supply labor or materials to the contractor to whom the contract was awarded or to any subcontractor in the performance of the work provided for in such contract.

Surplus Property: Real or personal County property which is not needed by the County.

SWAM: The acronym for small, women-owned or minority-owned businesses.

Term Contracting: A technique by which a source of supply is established for a specific period of time. Term contracts are established based on indefinite quantities to be ordered “as needed,” although such contracts can specify definite quantities with deliveries extended over the contract period.

Unsealed Bid: An unsealed written offer conveyed by U. S. Mail, commercial courier service, facsimile, e-mail, Quick Quote, or other means. The bids are normally opened and recorded as received.

Used Equipment: Equipment which has been previously owned and used and is offered “where is, as is.” It does not include demonstration, factory rebuilt, or remanufactured equipment marketed through normal distribution outlets.

Vendor: A person or firm that sells goods or services.

Virginia Public Procurement Act: Chapter 43 of Title 2.2, *Code of Virginia*, which enunciates the public policies pertaining to governmental procurement from nongovernmental sources.

Woman-Owned Business: A business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women (*Code of Virginia*, § 2.2-4310).

COUNTY OF HANOVER

NOTICE OF SOLE SOURCE PURCHASE

1. GOODS/SERVICES TO BE PURCHASED:

2. NAME/ADDRESS OF VENDOR:

3. EXPLAIN WHY THIS IS THE ONLY PRODUCT OR SERVICE THAT CAN MEET YOUR NEEDS:

4. EXPLAIN WHY THIS VENDOR IS THE ONLY PRACTICABLY AVAILABLE SOURCE:

DEPT. HEAD/DIVISION MANAGER/PRINCIPAL

DATE SUBMITTED

FOR PURCHASING DIVISION USE ONLY

REQUISITION NO.: _____

PURCHASE ORDER NO.: _____

AMOUNT OF AWARD/PURCHASE: \$ _____

COMMENTS: _____

YES NO

DATE

APPROVED

PURCHASING DIVISION DIRECTOR

COUNTY OF HANOVER

NOTICE OF EMERGENCY PURCHASE

1. DATE OF EMERGENCY: _____

2. NATURE OF EMERGENCY:

3. GOODS/SERVICES PURCHASED:

4. NAME/ADDRESS OF VENDOR: _____

5. REASON FOR VENDOR SELECTION: *(LIST VENDOR CONTACTS ON REVERSE)*

DEPT. HEAD/DIVISION MANAGER/PRINCIPAL

DATE SUBMITTED

FOR PURCHASING DIVISION USE ONLY

REQUISITION NO.: _____

PURCHASE ORDER NO.: _____

AMOUNT OF AWARD/PURCHASE: \$ _____

COMMENTS:

DATE

YES NO

APPROVED

PURCHASING DIVISION DIRECTOR

VENDORS CONTACTED ABOUT THIS PURCHASE
(Other than listed on front)

1.	VENDOR:	_____	
	ADDRESS:	_____	

	DATE CONTACTED:	_____	PHONE: (____) _____
	CONTACT NAME:	_____	
	REASON NOT USED:	_____	

2.	VENDOR:	_____	
	ADDRESS:	_____	

	DATE CONTACTED:	_____	PHONE: (____) _____
	CONTACT NAME:	_____	
	REASON NOT USED:	_____	

3.	VENDOR:	_____	
	ADDRESS:	_____	

	DATE CONTACTED:	_____	PHONE: (____) _____
	CONTACT NAME:	_____	
	REASON NOT USED:	_____	

LOW RISK LIABILITY INSURANCE AGREEMENT

CONTRACTOR INFORMATION (CHECK APPLICABLE FIELD):

_____ **Guest Speaker/Lecturer/Author:** A lecturer, speaker, or author shall be defined as an individual distinguished in his or her field of specialization who shall visit Hanover County Public School (HCPS) to either lecture or interact with students, faculty, or staff.

_____ **Performer/Artist:** A performer or artist shall be defined as an individual distinguished in his or her field of specialization who shall visit Hanover County Public Schools (HCPS) and either conduct performances or artistic classes.

REQUIRED INFORMATION:

Name: _____

Address: _____

Email: _____

Website: _____

Telephone Number: _____

Date(s) of Engagement: _____

Location(s) of Engagement: _____

The Contractor understands and acknowledges that the County normally requires all Contractors with the County to secure certain insurance coverage evidenced by a certificate of insurance. The Contractor certifies that after diligent effort, the Contractor has been unable to secure insurance coverage of the types and in the amounts that the County requires for this Agreement.

Therefore, the Contractor, for himself, his heirs, representatives, successors, and assigns, in consideration of the award to the Contractor by the County, and in consideration of the County's agreement not to require the Contractor to secure the insurance coverage customarily required of Contractor's with the County, covenants with the County and the County's successors representatives and assigns, as follows:

- 1. INDEMNIFICATION:** Contractor shall indemnify, defend, save, and hold harmless Hanover County Public Schools (HCPS), its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses to include court costs, attorney's fees, and costs of claim processing, investigation, and litigation (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation law or arising out of the failure of Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, to be indemnified by Contractor from and against any and all claims. It is agreed that Contractor shall be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against HCPS, its officers, officials, agents, and employees for losses arising from services performed by Contractor for HCPS.

2. **PAYROLL OR EMPLOYMENT TAXES:** No payroll or employment taxes of any kind shall be withheld or paid by HCPS with respects to payments to Contractor. The payroll or employment taxes that are subject to this paragraph include, but are not limited to, FICA (social security tax), FUTA (federal unemployment tax), federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax. Contractor is an independent contractor and shall be solely responsible for the withholding and payment of any such taxes for themselves and its employees.
3. **WORKERS' COMPENSATION INSURANCE:** No workers' compensation insurance or any other type of insurance (including, but not limited to, professional liability insurance) has been or will be obtained by HCPS on behalf of Contractor or Contractor's employees. Presenter shall be responsible to obtain and maintain in force during the term of this agreement workers' compensation insurance coverage as required by Virginia law and providing proof of coverage to HCPS.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed, intending thereby to be legally bound.

CONTRACTOR

By: _____

Printed Name: _____

Title: _____

Date: _____

HANOVER COUNTY

By: _____

Printed Name: _____

Title: _____

Date: _____