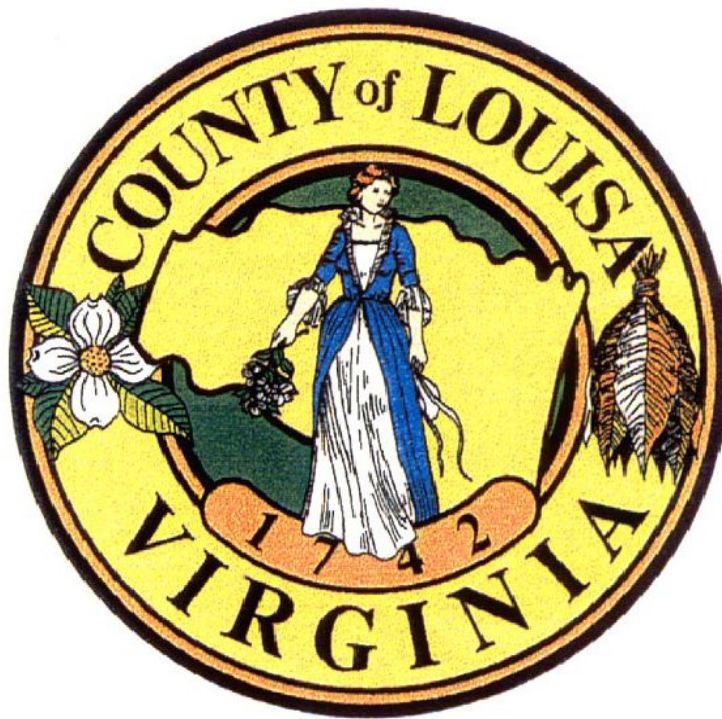

PROCUREMENT POLICY MANUAL



COUNTY OF LOUISA, VIRGINIA

Department of Finance
Purchasing
1 Woolfolk Avenue; Suite 304
Louisa, Virginia 23093

DRAFT

TABLE OF CONTENTS

One

General Procurement Policies

- 1. General
- 1.1 Delegation of Authority
- 1.2 Bid Invitations, Requests for Proposals and Responses
- 1.3 Bonds
- 1.4 Contractor License Requirements
- 1.5 Contract/Purchase Order Modification Restrictions
- 1.6 Cooperative Procurement
- 1.7 Documentation of Files
- 1.8 Multiple Awards
- 1.9 Nondiscrimination
- 1.10 Preferences
- 1.11 Procurement Methods
- 1.12 Prohibited Participation
- 1.13 Public Access to Procurement Records
- 1.14 Publicly Posted Notices
- 1.15 Responsible Bidder or Offeror
- 1.16 Responsive Bid
- 1.17 Standards of Conduct
- 1.18 Tie Bids
- 1.19 Protection of Personally Identifiable Information

Annexes

- 1-A Procurement Methods Flowchart
- 1-B Summary of Procurement Policies
- 1-C Standard Erosion and Sediment Control Performance Bond
- 1-D Standard Road Improvements Performance Bond

Two

General Procurement Guidelines & Planning

- 2. General
- 2.1 Selection of Procurement Method
- 2.2 Preparing the Written Solicitation
- 2.3 Specifications
- 2.4 Prompt Payment Discounts
- 2.5 Price Reasonableness Determination
- 2.6 Order Splitting Prohibition
- 2.7 Award Documents
- 2.8 Freight
- 2.9 Insurance
- 2.10 Rental/Lease, Installment Purchases
- 2.11 Maintenance/Repair of Equipment
- 2.12 Use of Contractor's Standard Contract Form
- 2.13 Samples
- 2.14 Vendor Advertising Prohibition
- 2.15 Unsolicited Proposals
- 2.16 Purchase of Used Equipment

Three

Small Purchases

- 3. General

- 3.1 Exemptions
- 3.3 Single Quotation
- 3.4 Multiple Quotations

Annexes

- 3-A Purchase Requisition Form

Four

Competitive Sealed Bidding

- 4. General
- 4.1 Competitive Sealed Bidding
- 4.2 Preparation and Issuance of IFBs
- 4.3 Sealed Bids - Receipt, Opening, Evaluation, and Award
- 4.4 Negotiation with the Lowest Responsible Bidder

Annexes

- 4-A IFB Step-by-Step Procedures
- 4-B Sample IFB
- 4-C Pre-bid Conference Checklist
- 4-D Sample IFB Sign-in Sheet
- 4-E Sample IFB Cover Sheet
- 4-F Sample IFB Addendum
- 4-G Sample Bid Tabulation
- 4-H Sample IFB Denial Letter
- 4-I Sample IFB Letter Agreement
- 4-J Sample IFB Resolution for Board Packet to Award Contract
- 4-K Sample Contract Review Form

Five

Competitive Negotiation

- 5. General
- 5.1 Competitive Negotiation (For Goods and Nonprofessional Services)
- 5.2 Preparation and Issuance of a Request for Proposal (RFP)
- 5.3 Sealed proposals - Receipt and Evaluation
- 5.4 Negotiation and Award

Annexes

- 5-A RFP Step-by-Step Procedures
- 5-B Sample RFP
- 5-C Do's and Don'ts of Negotiation
- 5-D Sample Proposal Evaluation Scoring Sheet
- 5-E Sample Evaluation Summary
- 5-F Sample RFP Denial Letter
- 5-G Sample RFP Contract Documents
- 5-H Sample RFP Resolution for Board Packet to Award Contract

Six

Sole Source Procurement

- 6. Definition
- 6.1 Approval for Sole Source Procurements
- 6.2 Negotiating A Contract
- 6.3 Posting Requirements

Annexes

- 6-A Sole Source Checklist
- 6-B Sole Source Approval Request Form

Seven

Emergency Procurement

- 7. General
- 7.1 Emergency Procurements
- 7.2 Award of Emergency Procurements
- 7.3 Documentation
- 7.4 Emergency Planning

Annexes

- 7-A Notice of Emergency Award

Eight

Contract Administration

- 8. General
- 8.1 Procurement Records
- 8.2 Delivery of Goods
- 8.3 Inspection
- 8.4 Acceptance
- 8.5 Rejection
- 8.6 Lost or Damaged Shipments
- 8.7 Payment and Invoice Processing
- 8.8 Modifications and Change Orders
- 8.9 Contract Renewal and Extension
- 8.10 Default
- 8.11 Vendor Performance Complaints
- 8.12 Notice to Cure
- 8.13 Termination for Default and Reprocurement Costs

Annexes

- 8-A Sample Cure Letter
- 8-B Sample Default Letter
- 8-C Sample Request for Payment Letter

Nine

Appeals

- 11. General
- 11.1 Appeals

Ten

State & Federal Surplus Property

State Surplus Property

- 10. General
- 10.1 Definition
- 10.2 Classification
- 10.3 Authority & Responsibility for County Surplus and Obsolete Property
- 10.4 Disposal Methods
- 10.5 Purchases by County Employees
- 10.6 Proceeds from the Sale

Annexes

- 10-A Finance Transmittal Form

CHAPTER 1

GENERAL PROCUREMENT POLICIES

In this Chapter look for . . .

- 1. General
 - 1.1 Delegation of Authority
 - 1.2 Bid Invitations, Requests for Proposals and Responses
 - 1.3 Bonds
 - 1.4 Contractor License Requirements
 - 1.5 Contract/Purchase Order Modification Restrictions
 - 1.6 Cooperative Procurement
 - 1.7 Documentation of Files
 - 1.8 Multiple Awards
 - 1.9 Nondiscrimination
 - 1.10 Preferences
 - 1.11 Procurement Methods
 - 1.12 Prohibited Participation
 - 1.13 Public Access to Procurement Records
 - 1.14 Publicly Posted Notices
 - 1.15 Responsible Bidder or Offeror
 - 1.16 Responsive Bid
 - 1.17 Standards of Conduct
 - 1.18 Tie Bids
 - 1.19 Protection of Personally Identifiable Information

Annexes

- 1-A Procurement Methods Flowchart
- 1-B Summary of Procurement Policies
- 1-C Standard Erosion and Sediment Control Performance Bond
- 1-D Standard Road Improvements Performance Bond

- 1. **General.** The policies contained in this chapter are applicable to the procurement of goods and nonprofessional services and have been developed to clarify and implement the various provisions of the *Code of Virginia's Public Procurement Act*. Annex 1-A provides a flowchart depicting the methods of procurement and when each method should be used. Annex 1-B contains a summary of procurement policies.

- 1.1 **Delegation of Authority.**

- (a) The Purchasing Agent (which is the County Administrator) shall serve as the principal public purchasing official for the County, and shall be responsible for the procurement of all goods, services, insurance and construction. The Purchasing Agent also shall be responsible for managing and disposing of surplus materials.

- (b) The Purchasing Agent shall conduct all purchasing activities in compliance with the terms of this policy.

- (c) The Purchasing Agent shall prepare forms and regulations for the purpose of implementing the provisions of this policy. These forms and regulations shall be prepared within the parameters of this policy and shall be deemed a part of this policy. A copy of the forms and policy changes will be provided to the Board when changes are deemed necessary, along with a summary of any changes made.

(d) The Board expressly delegates to the County Administrator the duty, power and authority to act in its name when carrying out the provisions of this policy.

(e) The County Administrator is authorized to enter into contracts for procurements in value of \$100,000 or less. The Finance Director is authorized to enter into contracts for procurements in value of \$30,000 or less. Procurements of more than \$100,000.00 shall be authorized by the Board.

(f) No County official, elected or appointed, nor any County employee shall purchase or contract for any goods, services, insurance or construction except as provided in this policy. Any purchase made contrary to the provisions of this policy shall be void at the option of the Board of Supervisors. Notwithstanding the foregoing, any and all such contracts which are made contrary to this policy but which are not voided by the Purchasing Agent and are not otherwise contrary to law shall be deemed compliant with this policy and shall be performed and enforced according to their terms and according to any terms of this policy not inconsistent therewith.

1.2 **Bid Invitations, Requests for Proposals and Responses.**

- a. **Adequate Competition.** A sufficient number of sources must be solicited for the procurement of goods or services consistent with the method of procurement used.
- b. **Instructions for Identifying Bids.** Instructions for identifying and addressing bids or proposals shall be included with the solicitation.
- c. **Amending a Solicitation.** If it is necessary to amend a solicitation, prepare, post, and send an addendum to all potential bidders or offerors who received a copy of the solicitation or who attended a prebid or preproposal conference. Signed acknowledgment of addenda must be returned to the purchasing office with the bid or proposal. Failure to return the addendum may be grounds for declaring the bid nonresponsive. When an addendum is issued that extends the time for the vendor to prepare a solicitation response, the opening date should be adequately extended (see Annex 4-F for example addendum).
- d. **Canceling a Solicitation.** An Invitation for Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. When canceling a written solicitation, all vendors who have been issued a solicitation must be notified, and the notice must be publicly posted. The reason for cancellation shall be made a part of the contract file. A public body shall not cancel or reject an Invitation for Bids, a Request for Proposal, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror (*Code of Virginia*, § 2.2-4319). Return sealed bids or proposals on canceled solicitations unopened if hard copy bids or proposals are received. If a solicitation is canceled after receipt and opening of bids or proposals, original documents will remain a part of the procurement transaction file. Bidders or Offerors should be notified in writing that the solicitation has been canceled and that duplicate proposals, if provided, will be destroyed unless the Offeror requests their return.
- e. **Receipt of Bids or Proposals.** Bids or proposals should be received in the Purchasing Officer's Office. The computer clock should be used to establish receipt times. When bids or proposals are received, the bids or proposals shall be date stamped and the time noted on the envelope/package showing the time of receipt. The bid or proposal receipt time deadline must strictly comply with the date and time stated in the solicitation. The purchasing officer shall be responsible for deciding when the receipt deadline has arrived and should announce wording to the effect that, "Bids/Proposals for solicitation number ___ are now closed. No further bids/proposals will be accepted." It is the responsibility of the bidder or offeror to have the bid or proposal at the specified location by the appointed time.

Sealed Bids. Sealed bids must be held unopened in a secure area until the date and time established for opening in the solicitation. Bids may be submitted electronically through the eVA online submission portal, which stays locked until the due date and time comes to pass. They shall then be publicly opened, and only the following information is read aloud:

- bidders' names;
- unit prices or lot prices, as may be applicable; and
- brand names and model numbers, if requested by the attendees.

Questions on other bid contents should not be answered until after evaluation is complete and an award decision has been made.

Sealed Proposals. Public openings are not required by law for proposals submitted under competitive negotiation, but doing so avoids the appearance of impropriety. Proposals may be submitted electronically through the eVA online submission portal, which stays locked until the due date and time comes to pass. If a public opening of proposals is conducted, only the names of the firms submitting proposals shall be disclosed. Questions on the proposals of other offerors should not be answered until after evaluation and negotiations are complete and an award decision has been made.

Late Bids or Proposals. Bids or proposals received after the date and time specified for receipt in the solicitation, shall not be considered. Late sealed bids or proposals shall not be accepted or shall be marked "late" and a notification should be sent via email or phone call to the bidder or offeror.

- f. **Acceptable Bid/Proposal Signatures.** The bid or proposal and all addenda returned by the bidder or offeror by facsimile must be signed. The original bid or proposal must be signed. The person signing the bid or proposal must be a person authorized by the bidder or offeror to sign bids or proposals. Typewritten or stamped signatures are not acceptable. The person signing must include his or her title, and if requested, must verify his or her authority to bind the company to the contract. Failure to sign the face of the bid/proposal in the space provided will result in rejection of the bid/proposal unless the unsigned bid/proposal is accompanied by other signed documents indicating the bidder's/offeror's intent to be bound.
- g. **Withdrawal/Amending/Altering/Mistakes in Bids.** In regard to mistakes in bid, if the lowest apparent responsive bid is 25% or more lower than the next low bid, the bidder should be contacted to confirm the bid price. This does not relieve a bidder from the responsibility for the submission of a correct bid. If the bidder then alleges a mistake in bid and can verify to the purchasing office's satisfaction that it was a nonjudgmental mistake, the bid may be withdrawn.
- h. **Bid Evaluation.** As soon as practical after the opening, the bids should be evaluated and an award made to the lowest responsive and responsible bidder. Any bidder who, despite being the apparent low bidder, is determined not to be a responsive or responsible bidder shall be notified in writing.
- i. **Alternate Bids.** An alternate bid is a bid submitted in knowing variance from the specifications and must be clearly distinguished as an alternate by the bidder. Frequently, alternate bids incorporate the latest in technology and can result in substantial savings, not only in monetary terms, but also in system-wide operational efficiencies. Buying offices may not accept alternate bids; however, they may reject all bids and rebid the requirement with a revised specification incorporating features of the alternate.
- j. **Single Response to a Solicitation.** There are occasions when only one bid or proposal is received for a solicitation, even though multiple sources are solicited. When considered to have a significant budgetary impact and competitive sources are known to exist, the buyer should investigate to determine why other bidders or offerors did not respond and make a determination whether to award or to reject the bid or proposal and resolicit. If it is determined to make the award based on a single response, the buyer must make a written determination that the price is fair and reasonable.

1.3 **Bonds**

- a. **Bid Bonds.** When deemed advantageous to the County, all bids or proposals for construction contracts in excess of \$350,000 shall be accompanied by a bid bond from a surety company selected by the bidder that is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work specified in the bid. The amount of the bid bond shall not exceed five percent of the amount bid (*Code of Virginia*, § 2.2-4336)..
 - (1) No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.
 - (2) Nothing in this section shall preclude the County from requiring bid bonds to accompany bids or proposals for construction contracts anticipated to be less than \$350,000.
- b. **Performance and Payment Bonds.**

- (1) Upon the award of any (i) public construction contract exceeding \$350,000 awarded to any prime contractor, or (ii) construction contracts exceeding \$350,000 awarded to any prime contractor requiring the performance of labor or the furnishing of materials for buildings, structures or other improvements to real property owned by the County; the contractor shall furnish to the public body the following bonds (*Code of Virginia*, § 2.2-4337):
 - (a) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications, and conditions of the contract. The Community Development Department requires an Erosion and Sediment Control Performance Bond and Road Improvements Performance Bond for certain projects (see Annex 1-C and 1-D for standard bond forms).
 - (b) A payment bond in the sum of the contract amount. The bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in furtherance of the work provided for in the contract, and shall be conditioned upon the prompt payment for all materials furnished or labor supplied or performed in the furtherance of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.
- (2) Each of the bonds shall be executed by one or more surety companies selected by the contractor that are authorized to do business in Virginia and approved by the County Attorney. Each of the bonds shall be filed with the County or a designated official thereof.
- (3) Nothing in this section shall preclude the County from requiring payment or performance bonds for construction contracts below \$350,000.
- (4) Nothing in this section shall preclude the contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract (*Code of Virginia*, § 2.2-4337).
- c. **Bonds on Other Than Construction Contracts.** The County may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation for Bids or Request for Proposal.
- d. **Alternative Forms of Security.** A certified check or cash escrow in the face amount required for the bond may be accepted in lieu of a bid, payment, or performance bond. If approved by the County Attorney, a bidder may furnish a personal bond, property bond, or bank or savings institution's letter of credit on certain designated funds in the face amount required for the bid, payment, or performance bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the County equivalent to a corporate surety's bond.

1.4 **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>
Construction-Type	Department of Professional & Occupational Regulation
Pesticide Application	Department of Agriculture & Consumer Services
Asbestos Service, Security Alarm System Installation Fire Alarm System Installation	Department of Professional & Occupational Regulation

Private Security Services
Locksmith Services

Department of Criminal Justice Services

Treatment, Storage, Handling,
Transportation, or Disposal of Hazardous
Waste or Hazardous Radioactive Material

Department of Environmental Quality

It is the contractor's responsibility to comply with the rules and regulations issued by state regulatory agencies.

- 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 - \$120,000 or if the contractor does between \$150,000 and \$750,000 in business within a 12-month period.

Contractor License C - \$1,000 - \$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.

An unlicensed vendor submitting a bid or proposal where such license is required is nonresponsive and is in violation of state law. Any buyer who knowingly receives or considers a response from an unlicensed vendor when a license is required is in violation of state law (*Code of Virginia*, § 54.1-1115). Contractors must be licensed in the proper classification and specialty to perform the work required by the solicitation.

- c. **Private Security Services.** All solicitations for the installation, service, maintenance, or design of security equipment, security officer service, central station alarm condition monitoring service, and/or private investigator service, require that the successful bidder or offeror to have a Private Security Services Business License issued by the Department of Criminal Justice Services (see *Code of Virginia*, § 9.1-139). This applies regardless of the dollar value of the resulting contract.

- 1.5 **Contract/Purchase Order Modification Restrictions.** A contract may not be modified or renewed unless provided for in the original contract or solicitation. No additional consideration or increase in contract price may be paid to the contractor because of renewal unless specifically authorized under the original contract.

- a. **Purchases** - A contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than 25% of the original amount of the contract or \$50,000, whichever is greater, without the advance written approval of the Board of Supervisors (*Code of Virginia*, § 2.2-4309A). 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 bidder or offeror from the consequences of an error in its bid or offer.

- 1.6 **Cooperative Procurement.** The *Code of Virginia*, § 2.2-4304B authorizes the County to utilize cooperative procurement to satisfy requirements for goods and non-professional services.

- 1.7 **Documentation of Files.** A complete file should be maintained for each purchase transaction, containing all the information necessary to understand the why, who, what, when, where and how of the transaction.

- 1.8 **Multiple Awards.** When the terms and conditions of multiple awards are so provided in the Invitation for Bids or Request for Proposal, awards may be made to more than one bidder or offeror. Unless otherwise specified in the solicitation, purchasing offices may award a multi-line item procurement in whole or in part or on an individual line item basis. In determining whether to make separate line item awards on a multi-line item solicitation, consideration should be given to the administrative costs to the agency of processing individual purchase documents, and separate invoices and checks.

1.9 **Nondiscrimination.**

- a. In the solicitation, awarding or administration of contracts, the County shall not discriminate because of the race, religion, color, sex, age, disability, or national origin of the bidder, offeror, or contractor (*Code of Virginia*, § 2.2-4310A). The County shall prominently display a nondiscrimination statement in all invitations to bid, requests for proposals, contracts, and purchase orders indicating that the public body does not discriminate against faith-based organizations (*Code of Virginia*, § 2.2-4343.1D).
- b. In the solicitation or awarding of contracts, the County shall not discriminate against a bidder or offeror because the bidder or offeror employs ex-offenders unless the County has made a written determination that employing ex-offenders on the specific contract is not in its best interest (*Code of Virginia*, § 2.2-4310.C).

Whenever the County has determined in writing that it is not in its best interest for a bidder or offeror to employ ex-offenders on the specific contract, the County shall state these restrictions in the solicitation. These restrictions, as determined by the County must be reasonable.

1.10 **Preferences**

- a. **Reciprocal Preferences.** Whenever the lowest responsive and responsible bidder is a resident of any other state and such state under its laws allows a resident contractor of that state a percentage preference, a like preference shall be allowed to the lowest responsible bidder who is a resident of Virginia and is the next lowest bidder (*Code of Virginia*, § 2.2-4324B). If the lowest bidder is a resident contractor of another state with an absolute preference, the bid shall not be considered. See www.eva.virginia.gov for a listing of state preference laws.
- b. **Louisa Vendors and Products.** Preference is given to goods produced in Louisa, goods or services or construction provided by Louisa persons, firms or corporations, in the event of a tie bid.

1.11 **Procurement Methods.** Section 2.2-4303 of the *VPPA* recognizes six methods of procurement:

- Small Purchase procedures
- Competitive Sealed Bidding (The preferred method.)
- Competitive Negotiation
- Sole Source
- Emergency
- Auction

Annex 1-A contains a flowchart depicting each method and when it should be used. See chapters 3, 4, 5, 6, and 7 for the methods described above.

1.12 **Prohibited Participation.**

- a. **Contractors.** An independent contractor employed or otherwise paid by the County to design a project, develop a scope of work, write specifications or otherwise define contract requirements is not eligible to compete for or receive the resulting contract, except in cases of emergency, when only one source is practicably available for both the defining of contract requirements and the performance of those requirements or when the public body determines in writing that the exclusion of such vendor would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the public body. In addition the contractor may not be a subcontractor or supplier for the entity which is awarded the contract or any of that entity's subcontractors, however far removed. A vendor may offer, without consideration, assistance to the County in developing specifications for a requirement and compete on that requirement; however, it is incumbent upon the County to assure vendor provided specifications reflect the procurement needs of the County rather than being drawn to favor a particular vendor.

1.13 **Public Access to Procurement Records.** Records are open to the public in accordance with the *Virginia Freedom of Information Act*, subject to the following:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for the County shall not be open to public inspection (*Code of Virginia*, § 2.2-4342B).

- b. Any bidder upon request, shall be given an opportunity to inspect bid records within a reasonable time after opening and evaluation of bids, but prior to award, except in the event the agency decides to reject all bids or offers and rebid (*Code of Virginia*, § 2.2-4342C). Information read aloud at a public bid opening will be posted on the County's website.
- c. Any offeror who responds to an RFP, upon request shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiation of proposals are complete but prior to award, except in the event the buying agency decides not to accept any of the proposals and to resolicit.
- d. Bids and proposal records shall be open to the public only after award.
- e. Any inspection of procurement records shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- f. Trade secrets or proprietary information submitted for a procurement transaction shall not be subject to public disclosure under the *Virginia Freedom of Information Act*; however, the bidder or offeror must invoke the protection of *Code of Virginia*, § 2.2-4342F, in writing, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable.
- g. **Small Purchase Records.** Unsealed bids and unsealed proposal records shall be open to the inspection of any citizen, or any interested person, firm or corporation in accordance with the Virginia Freedom of Information Act only after award of the contract.

1.14 **Publicly Posted Notices.** All solicitation, addenda and award actions for goods and non-professional services over \$30,000 shall be posted as follows:

- a. Written solicitation notices up to \$30,000 are posted on the County's website and in the case in the Administration Building Lobby. Sufficient time should be established in the solicitation for receipt of quotes.
- b. IFB solicitation notices over \$30,000 shall be posted on the County's website, in the case in the Administration Building Lobby, as well as be published on the Department of General Services' central electronic procurement website (eVA) or in a newspaper of general circulation, at least ten (10) days prior to the date set for receipt of bids. The notice need only be a brief summary of essential elements of information. Prebid conferences or site visits should be indicated when applicable. When canceling or amending a solicitation, a copy of the notice or addendum must be publicly posted on the County's website.
- c. When issuing RFPs estimated to be over \$30,000, the solicitation notice shall be posted on the County's website, in the case in the Administration Building Lobby, as well as be published on the Department of General Services' central electronic procurement website (eVA) or in a newspaper of general circulation at least ten (10) days prior to the date set for receipt of proposals. The notice need only be a brief summary of essential elements of information. Preproposal conferences or site visits should be indicated on the solicitation notice when applicable. When canceling or amending a solicitation, a copy of the notice or addendum must be publicly posted on the County's website.
- d. Award Notices for any solicitation are posted to the County's website and must state the solicitation number, that which is being procured, the contractor selected, their address, and the amount of the contract.
- e. Emergency and sole source notices are posted in the case in the Administration Building Lobby. The notice must state that the contract is being issued on an emergency basis while sole source notices must state that only one source was determined to be practicably available and both must also state that which is being procured, the contractor selected, and the date on which the contract was or will be awarded.
- e. Documentation to support the posting/advertising requirements over \$30,000 must be contained with the procurement record.

1.15 **Responsible Bidder or Offeror.** In determining a responsible bidder or offeror, a number of factors, including but not limited to the following, are considered. The vendor should:

- a. be a regular dealer, supplier, or when required in the solicitation an authorized dealer of the goods or services offered;
- b. have the ability to comply with the required delivery or performance schedule, taking into consideration other business commitments;
- c. have a satisfactory record of performance;
- d. have a satisfactory record of integrity; and
- e. have the necessary facilities, organization, experience, technical skills, and financial resources to fulfill the terms of the purchase order or contract.

1.16 **Responsive Bid.** To be considered for an award, a bid must comply in all material respects with the Invitation for Bids. Responsiveness relates to compliance with the provisions of the solicitation, including specifications and terms and conditions. Failure to comply with the requirements set forth in the Invitation for Bids may result in a bid being declared nonresponsive, e.g., failure to sign a bid, failure to return the required bid documents, substitution of vendor's terms, deletion of terms and conditions stated in the Invitation for Bids, failure to offer a product or service that meets the requirements of the Invitation for Bids, etc. A bidder who fails to provide prices for all categories of labor in the pricing schedule of a time and materials service contract is considered nonresponsive. This is true whether the price was left blank or the bidder entered a figure of \$0. To avoid inconsistent treatment of bidders the following statement should be included in the pricing schedule of such solicitations, "Any bidder who enters \$0 on a pricing blank or leaves it blank shall be considered nonresponsive." Bidders who provide multiple prices for performing a service where a single price was solicited are also nonresponsive. If a bid is found to be nonresponsive, a notation as to why it is nonresponsive shall be made and signed by the buyer/contract officer and be included in the contract file.

1.17 **Standards of Conduct.** The laws of this Commonwealth dictate a higher standard of conduct for procurement officials than for public employees generally 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. Procurement officials and vendors must be cognizant of these laws which include the *VPPA*, the *State and Local Government Conflict of Interests Act*, and the *Governmental Frauds Act*. All persons having official responsibility for procurement transactions shall 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 (see Article 6 of the *VPPA*).

1.18 **Tie Bids**

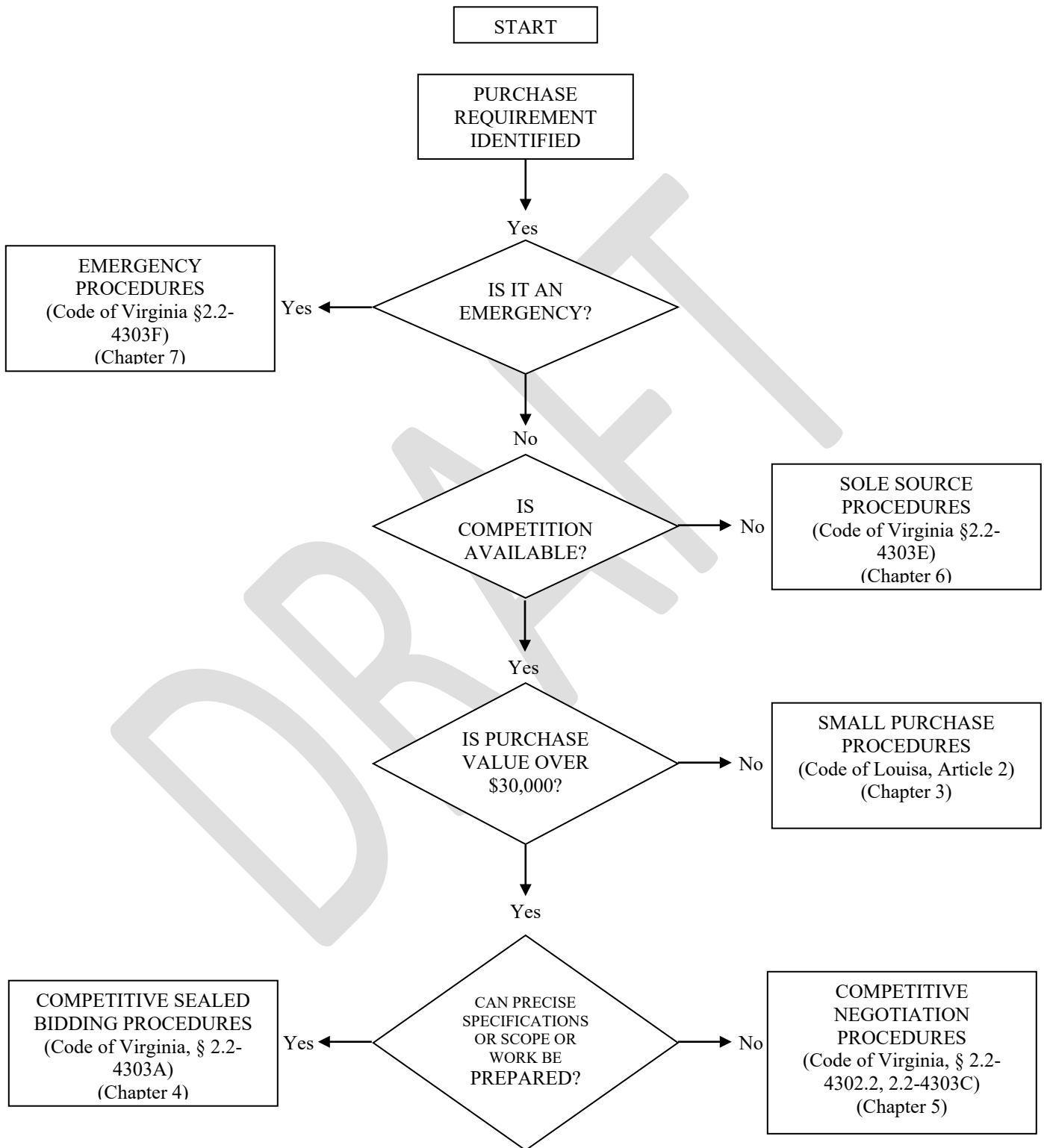
- a. **Local Products and Firms.** In the case of a tie bid, preference shall be given to goods produced in Louisa, goods or services or construction provided by Louisa persons, firms or corporations, if such choice is available; otherwise the tie shall be decided by lot.

1.19 **Protection of Personally Identifiable Information.** The County is responsible for safeguarding personally identifiable information of their clients, employees, vendors, contractors and any other individuals providing information to the County. Personally identifiable information includes, but is not limited to, Social Security Numbers, financial account numbers, and any other such information protected from disclosure by federal law or the Code of Virginia. The County and its contractors shall safeguard personally identifiable information from disclosure to the public.

The Procurement Officers must ensure that any Social Security Numbers are redacted from contract files before files are disclosed to the general public or inspected by any other individuals, firms or other interested parties who are granted access to information.

Annex 1-A

Procurement Methods Flowchart
County public procurement process – Basic decisions and procedures



Annex 1-B

Summary of Procurement Policies

I. Small Purchases - Goods and Services, other than Professional Services (Chapter 3)

Thresholds	Procedures
Up to \$5,000	Purchases may be made from vendors of choice, without seeking competition.
Over \$5,000 to \$10,000	Solicit a minimum of three (3) telephone quotes.
Over \$10,000 to \$30,000	Solicit a minimum of three (3) written quotes.

II. Competitive Sealed Bidding or Competitive Negotiation (Chapters 4 and 5)

Threshold	Procedures
Over \$30,000; may be used for lesser amounts.	Solicit an adequate number of sources. Use one of the following methods for purchases over \$30,000 unless an exception (see III. below): 1 - Competitive sealed bidding. 2 - Competitive negotiation. A written justification may be required.

III. Exceptions To Competitive Procurement (Chapters 6 & 7)

Thresholds	Procedures
Emergency (See Chapter 7)	Take immediate action if required to protect personal safety or property. Other emergencies, seek competition to the extent practicable. Requires written determination signed by the Department head or designee.
Sole Source (See Chapter 6)	Requires written justification approved in advance by the Purchasing Officer. Departments may make contract awards after appropriate approval. Purchase using noncompetitive negotiation.

COUNTY OF LOUISA
STANDARD EROSION AND SEDIMENT CONTROL PERFORMANCE BOND

This bond is given this _____ day of _____, 20____, by _____, (“Principal”) and _____, (“Surety”), to guarantee the performance of the obligations assumed by the Principal, in an Erosion and Sedimentation Control Plan entitled _____, submitted to Louisa County pursuant to Section 38-26 et seq. of the Louisa County Code, dated _____, 20____. The provisions of said Erosion and Sedimentation Control Plan are incorporated by reference and made a part of this performance bond.

If the Principal promptly performs its obligations under the Erosion and Sedimentation Control Plan and complies with all terms and conditions of said Plan and of the Louisa County Code, then this obligation shall be null and void. Otherwise, this obligation shall remain in force, subject only to the following conditions:

1. Upon failure to perform or comply as noted above, notice shall be given to the Principal of such failure and demand for payment of an amount sufficient to complete the obligations. An affidavit signed by an official of Louisa County that notice of deficiencies and demand for payment was given in the manner provided for in this Agreement shall be sufficient evidence of notice. If the Principal fails to comply with the requirements of the Erosion and Sedimentation Control Plan within 30 days of the date of the notice of default, the Surety shall, within 60 days of the date of notice of default of the Principal, either complete the work required by the Erosion and Sedimentation Control Plan or pay to the County an amount representing the cost of the work and an additional amount not to exceed twenty-five percent (25%) of the cost, to cover administrative expenses.

2. Although Surety shall not be liable absent proof of notice to and demand upon the Principal, the County need not institute suit against the Principal as a precondition to seeking recovery from Surety.

3. In the event it should be necessary to institute proceedings to secure or enforce judgment on this bond, an attorney’s fee of twenty-five percent (25%) of the amount stated in paragraph 4 shall be included in the amount due upon this bond and judgment shall be entered for that amount.

4. Subject to paragraph 3 above, the liability of Surety shall not exceed \$ _____.

5. Any notice required by this Agreement shall be deemed effective if given by registered mail, return receipt requested, to Principal in the name and at the address given below; provided that change of address shall be effective if given in accordance with this paragraph. Any notice to the County shall be given to the Director of Community Development, P. O. Box 160, One Woolfolk Avenue, Louisa, Virginia 23093.

6. This Surety Bond shall be governed by the law of the State of Virginia. Any legal proceedings arising out of this Bond shall be maintained in the Louisa County General District Court or Circuit Court.

Witness the following signatures and seals:

Principal

_____ (SEAL)

Address:

ACKNOWLEDGEMENT OF PRINCIPAL

COMMONWEALTH/STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____, by _____
_____.

Notary Public

My commission expires _____.

Commission Number: _____

Surety Company

By: _____ (SEAL)

Name: _____

Attorney-in-Fact & Resident
Virginia Agent

By: _____

Title: _____

ACKNOWLEDGEMENT OF SURETY

COMMONWEALTH/STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____, by _____
_____.

Notary Public

My commission expires _____.

Commission Number: _____

Approved as to form:

Approved as to contents:

County Attorney
Assistant County Attorney

Director of Community Development

Date: _____

Date: _____

NOTE: DOCUMENT EVIDENCING POWER OF ATTORNEY OF AGENT OF SURETY MUST
BE ATTACHED.

COUNTY OF LOUISA
STANDARD ROAD IMPROVEMENTS PERFORMANCE BOND

This bond is given this _____ day of _____, 20____, by _____, (“Principal”) and _____, (“Surety”), to guarantee the performance of the obligations assumed by the Principal, in approved road plans and profiles entitled _____, submitted to Louisa County pursuant to Section 66-82 et seq. of the Louisa County Code, plans dated _____, 20____. The provisions of said road plans are incorporated by reference and made a part of this performance bond.

If the Principal promptly performs its obligations under the approved Road Plans and Profiles and complies with all terms and conditions of said Plan and of the Louisa County Code, then this obligation shall be null and void. Otherwise, this obligation shall remain in force, subject only to the following conditions:

1. Upon failure to perform or comply as noted above, notice shall be given to the Principal of such failure and demand for payment of an amount sufficient to complete the obligations. An affidavit signed by an official of Louisa County that notice of deficiencies and demand for payment was given in the manner provided for in this Agreement shall be sufficient evidence of notice. If the Principal fails to comply with the requirements of the approved Road Plans and Profiles within 30 days of the date of the notice of default the Surety shall, within 60 days of the date of notice of default of the Principal, either complete the work required by the approved Road Plans and Profiles or pay to the County an amount representing the cost of the work and an additional amount not to exceed 25% of the cost, to cover administrative expenses.

2. Although Surety shall not be liable absent proof of notice to and demand upon the Principal, the County need not institute suit against the Principal as a precondition to seeking recovery from Surety.

3. In the event it should be necessary to institute proceedings to secure or enforce judgment on this bond, an attorney’s fee of twenty-five percent (25%) of the amount stated in paragraph 4 shall be included in the amount due upon this bond and judgment shall be entered for that amount.

4. Subject to paragraph 3 above, the liability of Surety shall not exceed \$_____.

5. Any notice required by this Agreement shall be deemed effective if given by registered mail, return receipt requested, to Principal in the name and at the address given below; provided that change of address shall be effective if given in accordance with this paragraph. Any notice to the County shall be given to the Director of Community Development, P. O. Box 160, One Woolfolk Avenue, Louisa, Virginia 23093.

6. This Surety Bond shall be governed by the law of the State of Virginia. Any legal proceedings arising out of this Bond shall be maintained in the Louisa County General District Court or Circuit Court.

Witness the following signatures and seals:

Principal

_____ (SEAL)

Address:

ACKNOWLEDGEMENT OF PRINCIPAL

COMMONWEALTH/STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____, by _____
_____.

Notary Public

My commission expires _____.

Commission Number: _____

Surety Company

By: _____ (SEAL)

Name: _____

Attorney-in-Fact & Resident
Virginia Agent

By: _____

Title: _____

ACKNOWLEDGEMENT OF SURETY

COMMONWEALTH/STATE OF _____,

CITY/COUNTY OF _____, to-wit:

The foregoing instrument was acknowledged before me this _____ day of

_____, 20____, by _____

_____.

Notary Public

My commission expires _____.

Commission Number: _____

Approved as to form:

Approved as to contents:

County Attorney
Assistant County Attorney

Director of Community Development

Date: _____

Date: _____

NOTE: DOCUMENT EVIDENCING POWER OF ATTORNEY OF AGENT OF SURETY MUST
BE ATTACHED.

CHAPTER 2

GENERAL PROCUREMENT GUIDELINES & PLANNING

In this Chapter look for . . .

- 2. General
- 2.1 Selection of Procurement Method
- 2.2 Preparing the Written Solicitation
- 2.3 Specifications
- 2.4 Prompt Payment Discounts
- 2.5 Price Reasonableness Determination
- 2.6 Order Splitting Prohibition
- 2.7 Award Documents
- 2.8 Freight
- 2.9 Insurance
- 2.10 Rental/Lease, Installment Purchases
- 2.11 Maintenance/Repair of Equipment
- 2.12 Use of Contractor's Standard Contract Form
- 2.13 Samples
- 2.14 Vendor Advertising Prohibition
- 2.15 Unsolicited Proposals
- 2.16 Purchase of Used Equipment

2. **General.** This chapter contains general guidelines and suggestions when procuring goods and services. In some cases, these guidelines expand upon requirements that have their basis in the *Virginia Public Procurement Act (VPPA)* and the *Code of Louisa*. Their intent is to assist in conforming to generally acceptable procurement principles, yet provide maximum interpretive latitude in their application.

2.1 **Selection of Procurement Method.** It is important to select the proper procurement method. The estimated or anticipated value of the contract must be determined first, unless the purchase is an emergency (for emergencies, see Chapter 7). The anticipated value of the contract includes the dollar value for the initial period of the contract, and includes all possible renewal periods. When determining the total value of a contract, include all cost elements such as travel related expenses (e.g., travel, lodging, and meals) and direct bill expenses (e.g., copying costs, postage, shipping and handling costs, long distance charges). If purchases under \$30,000 are required, then the small purchase procedures in Chapter 3 shall be used. If over \$30,000, a decision should be made whether to use competitive sealed bidding or competitive negotiation. For competitive sealed bidding see Chapter 4. For competitive negotiation see Chapter 5. For purchases where there is only one source practicably available, see Chapter 6.

2.2 **Preparing the Written Solicitation.**

- a. **General.** Solicitations should convey to the reader, in a clear, concise and logical sequence, the information necessary to answer the basic questions of who, what, why, where, when and how. The *Code of Virginia*, § 2.2-4343.1D requires public bodies to prominently display a nondiscrimination statement concerning faith-based organizations in all Invitation for Bids (IFB), Request for Proposals (RFP), and contracts. The following statement must be prominently displayed on the cover page of every IFB or RFP:

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

- b. **Terms and Conditions.** Terms and conditions must be in writing, be clear and concise, and express the intent of the County. Generally, if there is an ambiguity in a written contract that results in a dispute, its resolution will be against the party who wrote the contract. Standard Terms and Conditions shall be a part of every written solicitation issued by the County for goods and services. Exceptions to the use of the terms and conditions must be approved by the County Attorney.
- c. **Contract Period.** Term contracts normally cover a 12-month period or cite a specific time for completion for the project or service. A solicitation for a multi-year contract, or one that includes an option on the part of the County to renew the contract for an additional period, may be advantageous and should be considered; however, in determining the value of the contract and procurement method, all possible renewal periods must be included. Multi-year programs are subject to availability of funds. If price adjustments are to be permitted during the contract period, the conditions under which they are authorized must be specified in the original solicitation and resulting contract. Agencies should review all multi-year contracts at least annually to determine if the goods or services are still required, if prices are fair and reasonable based on the current market conditions, and if performance is satisfactory. Multi-year contracts including options to renew normally should not exceed 4 years.
- d. **Types of Contracts.** Listed below are some various types of contracts.

(1) **Fixed Price Contracts.**

- (a) **Firm Fixed Price.** Fixed pricing agreement where firm unit or total prices are established at the time of order placement or contract award for the goods or services. A fixed price contract may result from bidding or negotiation processes. Specifications are clear. Costs are predictable. There is minimal risk to the purchasing activity when firm fixed price contracting is used. This type of contract encourages efficient performance. Financial requirements are known. The use of firm fixed price contracting may be inappropriate if requirements or specifications are unclear or indefinite.
- (b) **Fixed Price with Escalation/De-escalation.** This fixed price agreement provides for price adjustments, up or down if specified contingencies occur. This type of contracting may result from bidding or negotiation processes. It is used to eliminate fluctuations in vendor's prices due to unstable markets. The contract period is typically over a long period of time. The use of fixed price contracts with escalation/de-escalation reduces the need for contractors to inflate cost of goods to offset unstable markets or economic conditions. The risk is partially transferred to the County.

- (2) **Requirements-Type Contracts.** Requirements-type contracts are agreements for performance over a specified period of time, when quantities are indefinite. They have no fixed total dollar amount; rather, they are unit price based. They establish a framework under which goods/services are provided, but it is the degree of purchase order activity against the contract that will ultimately determine its total value.
- (3) **Time and Materials Contracts (T&M).** The agreement for supplies or services is on the basis of billable hours, which include overhead, profit, and materials at cost. Details of the work are known but the scope of the work is not known. T&M contracts are suitable for maintenance, design, engineering, emergencies, etc. Competition is sought on the basis of labor-hour rate. Because there is usually no incentive for contractors to contain costs, Departments have an obligation to verify the legitimacy and accuracy of any costs submitted for reimbursement.

When a time and materials agreement is used, Departments must request a detailed job estimate which should include the amount and type of contract labor with associated rates and itemized material costs to allow evaluation of the reasonableness of its cost elements before authorizing the work to be performed. If it is determined that the estimate is not reasonable or in accordance with the terms of the contract, negotiation or the solicitation of additional estimates should be considered.

- (4) **Cost-Plus-A-Fixed-Fee.** A cost-plus-a-fixed-fee contract is a cost-reimbursement type contract that provides for the payment of allowable costs plus a firm fixed fee to the contractor which is negotiated prior to contract award. The fixed fee, once negotiated, does not vary with the actual cost but may be adjusted as a result of any subsequent changes which may be negotiated in the scope of work or services

to be performed under the contract. The scope of work is generally vague or specifications are indefinite. It accelerates procurement of new technologies. There are no incentives to reduce costs.

- (5) **Incentive.** A fixed price is agreed upon with a target cost/profit, a ceiling price, and a profit formula. Below target, the contractor and state share savings. Above ceiling, the contractor must assume all costs. This is used for competitively negotiated contracts for high cost, long lead-time projects. The contractor's incentive is greater profit by improving performance to control costs. It promotes performance efficiency. The agency may save in costs savings. This type of contracting requires a good accounting system. It increases administrative burden to both parties. The target price may be difficult to establish. The agency assumes a portion of the risk.

- e. **Prebid or Preproposal Conferences.** Conference or site visits early in the solicitation cycle provide an opportunity to emphasize and clarify critical aspects of solicitations, eliminate ambiguities or misunderstandings, and permit vendor input. Conferences/site visits shall be conducted with potential bidders or offerors when issuing solicitations for complex, large (over \$100,000) or critical requirements. Attendance at conferences or site visits may be either optional or mandatory. The issuing agency may permit attendance through teleconferencing or videoconferencing for optional prebid/preproposal conferences. When mandatory attendance is stipulated in the solicitation, an attendance roster is signed by the attendees and only bids or proposals from those firms represented at the conference or visiting the site will be accepted. Agencies should carefully consider whether it is absolutely necessary that bidders or offerors attend in order to understand the solicitation and submit a response to it. Such mandatory conferences and site visits can reduce competition because of vendor scheduling conflicts. In addition, no such conference or site visit can be scheduled less than 10 full calendar days from the date the solicitation is issued and public notice requirements are completed. If a modification to the solicitation is required as a result of the conference or site visit, an addendum must be issued. Specific points to be considered when conducting these conferences or site visits are contained in Annex 4-C.
- f. **Response Time.** When establishing an opening date and time, the Purchasing Officer should allow for holiday mail disruptions and erratic mail deliveries as well as vendor's time required to respond to complex procurements. The bid or proposal opening date shall be no less than ten (10) days after the public advertisement. If the tenth calendar day falls on a weekend or holiday, the bid or proposal due date shall be no sooner than the first regular business day thereafter.
- g. **Acceptance Period.** Bids are valid for a minimum of 30 days unless a longer period of time is specified in the solicitation or in the bid response.
- h. **Public Posting of Solicitations.** The case in the Administration Building Lobby is the County's designated area used for the purpose of publicly posting solicitations available to the public.

2.3 **Specifications.** Specifications can either enhance or inhibit competition. It is the County's policy that competition be sought to the maximum feasible degree. This can be accomplished by describing goods or services in a manner which meets the department's 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 (descriptive) categories are listed in the preferred order of use:

- a. **Generic (Performance and Design).** The Purchasing Officer should analyze incoming 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. 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. The determination for the use of a proprietary specification shall be made in advance, in writing, and 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 by the County; however, no person who, for compensation, prepares an Invitation to Bid or Request for Proposal for or on behalf of a public body shall (i) submit a bid or proposal for that procurement or any portion thereof or (ii) 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 County and vendors from freely exchanging information concerning what is sought to be procured and what is offered.

2.4 **Prompt Payment Discounts.** Prompt payment discounts should normally not be considered in determining the lowest responsive bidder. If a bidder does offer a discount for prompt payment, this will not be considered in evaluation, but should be included on the purchase order, and the discount taken if invoices are processed and payment made within the stipulated time frame. If an agency knows that it can regularly process payments within a prescribed time frame, such as 10 or 20 days, and wishes to consider cash discounts in its evaluation, then it may do so by including a statement such as "discounts for prompt payment within ____ (state number of days, e.g., 10, 20, etc.) days will be considered in determining net low bid."

2.5 **Price Reasonableness Determination.** A written price reasonableness determination is required to determine if prices bid or offered are fair and reasonable when:

- a. competition is restricted or lacking,
- b. the prices offered do not appear to be fair and reasonable,
- c. the decision is made to award to other than the lowest bidder or highest ranking offeror (appropriate award clause must have been included in the solicitation)

The written determination of a fair and reasonable price requires that the price is acceptable to both the County and the bidder or offeror considering all circumstances. Circumstances include, but are not limited to, the degree of competition, market conditions, quality, location, inflation, value, technology and unique requirements of the County. The written determination may be based on price analysis (comparison with prices previously paid, prices charged for functionally similar items, prices paid by other consumers, prices set forth in a public price list or commercial catalog, or County estimates) or through the analysis of price-to-unit variations, value analysis, or cost analysis. The written analysis must be supported by factual evidence in sufficient detail to demonstrate why the proposed price is deemed to be reasonable. If a determination is made that the prices offered are not fair and reasonable, then a decision has to be made whether to rebid seeking broader competition, revise specifications and rebid the requirement, or to negotiate a better price as may be identified through the price analysis process. A combination of these methods may be necessary. If it is a negotiated procurement, then the price should be negotiated to one that is fair and reasonable.

2.6 **Order Splitting Prohibition.** The placement of multiple orders within other than a reasonable time period to one or more vendors for the same, like, or related goods or services to avoid using the appropriate method of procurement or to remain within delegated purchasing authority is prohibited. Requirements should be combined when practical to obtain quantity discounts and other administrative efficiencies.

2.7 **Award Documents.** Every procurement transaction over \$5,000 requires a Purchase Order to be prepared and given to suppliers who request a copy. Award documents used by an agency will vary according to the method of solicitation. The award shall include or incorporate by reference the specifications, descriptions or scope of work,

terms and conditions, and all other requirements contained in the solicitation (Invitation for Bids or Request for Proposal), together with all written modifications and the bid or proposal submitted by the contractor (see Annex 4-I). The award document is to be signed and issued by an authorized official of the County.

2.8 **Freight.**

- a. **F.O.B. Destination.** It is the basic policy of the County to solicit bids for goods F.O.B. (free on board) Destination, which means that freight charges are paid by the seller who owns and assumes all risk for the goods until they are accepted at the designated delivery point. The cost of shipping the goods may be included in the quoted price or by the bidder or offeror as a separate line item.
- b. **F.O.B. Origin.** Under F.O.B. Origin, the vendor will be required to select the most economical method of shipment consistent with the required delivery date, prepay the freight charge and add it to the invoice. Regardless of the F.O.B. point, the County accepts title only when goods are received.
 - (1) Under F.O.B. Origin, the total cost for freight to destination, shipping and handling charges etc., shall be included in determining the lowest responsive and responsible bidder. In such cases, the buyer is required to obtain the actual or estimated cost of shipment and show the freight, shipping, and/or handling cost as a line item on the purchase document. Both the F.O.B. point and shipping cost must be clearly shown on the purchase document.
 - (2) Before approving an invoice for payment the agency should review it and compare it to the award document to determine if the shipping costs are accurate.

2.9 **Insurance.** Whenever work is to be performed on County owned or leased property or facilities, the contractor shall be required to have Workers' Compensation, Employer's Liability, Commercial General Liability and Automobile Liability. The County of Louisa must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage. In some cases, Workers' Compensation Insurance and Employer's Liability Insurance may not be required. Workers' Compensation insurance is required when the contractor has three (3) or more employees. If work is performed by a sole proprietor, the person does not need Workers' Compensation insurance, as they do not have employees. Employer's Liability is required if an employer has employees who are paid a wage or salary. Employer's Liability is not required for persons in business together, e.g., husband and wife, siblings or parents and children, as these persons would be considered owners not employees. For construction contracts, if any subcontractors are involved, subcontractors shall also be required to have Workers' Compensation Insurance in accordance with *Code of Virginia*, §§ 2.2-4332 and 65.2-800 et seq. Stipulated insurance must be obtained prior to commencing work and be maintained during the entire term of the contract. At a minimum, the contractor must certify to the agency that they possess the appropriate insurance coverage and documentation concerning the contractor's insurance shall be included in the procurement file.

2.10 **Rental/Lease, Installment Purchases.**

- a. **Rental or Lease.** The procurement process for the rental or lease of any equipment will be handled in the same manner as the procurement of goods. Note, however, that hiring a contractor to provide equipment and personnel (operators) to perform a task is a contractual service. The following examples are offered to clarify the difference:
 - (1) Renting a bulldozer to be operated by County employees to perform grading work is an acquisition of goods. Hiring a contractor to use his bulldozer and operator to perform the same grading work is a contractual service.
 - (2) Renting 1,000 folding chairs to be picked up by County employees in County vehicles at the contractor's place of business, used and returned is an acquisition of goods. Hiring a contractor to deliver, setup, remove, and haul away the same 1,000 folding chairs is a labor intensive contractual service.

The solicitation should, at a minimum, in addition to other terms and conditions, specify:

- (1) Length of time;
- (2) Number and types of equipment;
- (3) Who will provide maintenance and repair service and insurance coverage; and

(4) Inspection at time of delivery and return.

- b. **Installment Purchase.** The procurement process for the installment purchase of any materials, equipment or supplies must be handled in the same manner as the procurement of goods. A purchase order is issued in the full amount but only encumbering the amount to be paid in the current fiscal year. If the purchase is being financed by a third party, the purchase order must name both the vendor and the third party, and use the third party's address.

2.11 **Maintenance/Repair of Equipment.**

- a. **General.** Equipment is generally covered by warranty provisions for various periods of time. Care should be taken to assure that full advantage is taken of warranty provisions prior to contracting for maintenance or repair service. Where equipment is covered by insurance, i.e., boiler or machinery, the insurance carrier shall be advised, in accordance with the provisions of the policy, prior to contracting for repair.
- b. **Contracting for Equipment Maintenance.**
- (1) Contracting for equipment maintenance falls into two basic methods:
- (a) Full service maintenance normally requires the contractor to provide scheduled service, preventive maintenance, necessary repair parts and additional service calls as required under an annual contract at a firm fixed price. Full service maintenance contracts should be used only on an exception basis or when experience indicates that maintenance/repair on an as needed basis is not practical. In bidding on full service maintenance, contractors include in their bids the cost of all contingencies that might occur during the contract period; normally this results in higher agency costs.
- (b) Maintenance/Repair on an as needed basis is normally provided on a time and materials cost basis. Materials and parts must be bid either at contractor's invoiced cost or on a bid percentage discount from manufacturer's published list or catalog prices. Time and materials contracts demand more effort by the receiving agency in monitoring actual hours expended, prompt identification and solution of problems, and cost control to assure the contractor's performance is not inefficient or wasteful.
- (2) Solicitations for maintenance of equipment should identify the make, model, style, and the quantity of each type of equipment. Provisions may be made to add and/or delete equipment during the contract period on a prorated basis; also, for the loan of like equipment during extended periods of downtime. When maintenance is to be performed under contract on County-owned, leased, or rented property, the contractor shall be required to provide necessary insurance coverage.
- c. **Contracting for Repair and Overhaul.**
- (1) **Major Scheduled Repair/Overhaul:** In situations where major equipment items are scheduled to be repaired or overhauled, it is usually impossible to determine the amount of labor and parts required without complete disassembly of the item to inspect all of its internal parts. Contracting for major repair or overhaul work on a fixed price basis without such an inspection is impractical because it forces the bidders to base their prices on an assumed worst case basis. These situations are best handled in an Invitation for Bids requiring the work to be done in two phases. Bids are solicited for a lump sum fixed price for complete disassembly, inspection and preparation of an estimate of the costs to complete the job as the first phase. The second phase is for repair and reassembly with contractor furnished replacement parts and components, startup and operational test, all to be done on a time and materials basis. The bidders are required to bid on the basis of a labor hour rate, with an overall total (not to exceed) labor cost, and parts are to be provided at a bid percentage discount from the manufacturer's parts catalog prices. The IFB includes a bid evaluation procedure with a hypothetical number of man-hours and list price value of parts to which the discount offered will be applied.
- (2) **Unscheduled Repair:** Major equipment items which cannot be scheduled for repair should be handled using the appropriate existing emergency procedures. To control costs, it is important for an agency to establish a fixed hourly rate and an estimated number of hours prior to allowing the contractor to proceed with the repair/overhaul.

- 2.12 **Use of Contractor's Standard Contract Form.** A contractor's standard contract form should be carefully read and those provisions that are contrary to the interests of the County or in conflict with state law, must be lined out, rewritten, or removed. If it is not possible to award a contract without using the contractor's contract form, the contractor should sign the County's Standard Terms and Conditions. A contractor's standard contract form should not be used without the approval of the County Attorney.
- 2.13 **Samples.** There are situations when samples will be needed to verify quality levels or to test materials or equipment to determine conformance with the specifications stipulated in the solicitation. A request for bid samples must be clearly indicated in the IFB. Samples should be properly labeled, stored, and controlled until no longer needed. Those not destroyed during testing may be returned at the bidder's expense.
- 2.14 **Vendor Advertising Prohibition.** Advertising or promotional literature stating or implying that the County endorses a vendor's products or services is prohibited.

A vendor may include the County in a client list, provided that the listing in no way states or implies that the County endorses the vendor's products or services. The County may choose to prohibit a contractor from including reference in client lists used in advertising or promotional materials by including such a prohibition in the terms and conditions of its contract(s) with that contractor.

- 2.15 **Unsolicited Proposals.** This policy applies to goods and non-professional services, and not to construction or professional services. The submission of a unique offer for new and innovative goods or services through unsolicited proposals is encouraged. However, all solicited and unsolicited proposals and all solicited and unsolicited ideas for innovation or improvement are submitted at the risk and expense of the offeror, and no obligation on the part of the County and no restriction on the County's use of such ideas, proposals or the information contained therein shall arise in connection with such submission.

If acceptance of offers to "loan" or provide goods or services at no cost or minor cost would tend to create a need for subsequent additional acquisitions, the requirement for such goods or services and the additional needs shall be offered for competition in accordance with the Virginia Public Procurement Act. Potential bidders or offerors shall be afforded an opportunity to participate in the resulting procurement activity.

If the offeror believes that it is the only source practicably available for goods or services required by the County and available through the unsolicited proposal, to assist the County in evaluating the unsolicited proposal, the proposal shall include a justification by the offeror as to why the company is the only source practicably available for the goods or services in question.

- a. Definition: "Unsolicited Proposal" means a proposal received that is not in response to any County initiated solicitation or program.
- b. Receipt: Unsolicited proposals shall be submitted in writing directly to the Purchasing Officer.
- c. Evaluation:
 - (1) A favorable comprehensive evaluation of an unsolicited proposal by the County does not, in itself, justify awarding a contract without providing for competition. No preference shall be given to the offeror that initially offered the unsolicited proposal.
 - (2) If it is determined by the evaluation that goods or services required by the County and offered in an unsolicited written proposal are practicably available from only one source, the Purchasing Officer may negotiate and award a contract following the sole source procedures in Chapter 6. The Purchasing Officer shall post a notice of intent to award for ten (10) calendar days before awarding the contract.

- 2.16 **Purchase of Used Equipment.** Purchase of used equipment, defined as equipment which has been previously owned and used where the estimated total cost is \$5,000.00 or greater but less than \$30,000.00 may be made after soliciting a minimum of two written quotations; award shall be based on the offer deemed to be in the best interest of Louisa County. Prior to award of a contract for used equipment, a person technically knowledgeable of the type of equipment sought shall

document the condition of the equipment stating that this purchase would be in the best interest of Louisa County as part of the purchase documentation; price reasonableness shall be considered in determining award.

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CHAPTER 3

SMALL PURCHASES

In this Chapter look for . . .

- 3. General
- 3.1 Exemptions
- 3.2 Single Quotation
- 3.3 Multiple Quotations

Annexes

- 3-A Purchase Requisition Form

- 3. **General.** The following small purchase procedures have been established by the County when acquiring materials, supplies, equipment, printing or nonprofessional services under \$30,000. Procurements made pursuant to these procedures do not require public bid openings or newspaper advertising of competitively negotiated procurements. Whenever practical, small purchases should still provide for competition.
- 3.1. **Exemptions.** The following items and services are exempt from the small purchases provisions and need not be procured competitively:
 - a. Dues, subscriptions and memberships.
 - b. Travel and training expenses.
 - c. Utility charges and services.
 - d. Books, magazines and periodicals.
 - e. Personnel services (anyone to whom a salary or fee is paid).
 - f. Postage or other mailing fees.
 - g. Minor purchases of petroleum products.
- 3.2. **Single Quotation.** (Up to \$5,000)
 - a. Where the estimated cost of goods or nonprofessional services is \$5,000 or less, purchases may be made from vendors of choice, without seeking competition. An oral or written quote must be received from the vendor of choice.
 - b. Departments and Agencies should seek additional competition whenever there is reason to believe a quotation is not a fair and reasonable price.
 - c. Existing County contracts should be utilized, whenever possible.
- 3.3. **Multiple Quotations.** (Over \$5,000 to \$30,000)
 - a. Where the estimated cost of goods or nonprofessional services is over \$5,000 to \$10,000, at least three (3) telephone quotations shall be obtained. The total of all items purchased from this requisition shall not exceed \$10,000. A purchase requisition shall be completed listing the date, item, quantity, name of each company, and pricing from each vendor.

- b. Where the estimated cost of goods or nonprofessional services is over \$10,000 to \$30,000, at least three (3) written quotations shall be obtained. The total of all items purchased from this requisition shall not exceed \$30,000. A purchase requisition shall be completed listing the date, item, quantity, name of each company, and pricing from each vendor, and include the written quotations from each vendor as backup documentation.
- c. If a third quote cannot be obtained after a diligent effort to do so or because of the necessity to use a sole source provider, that fact shall be documented in the record of the purchase.
- d. The use of written quotes requires adequate time for preparation, mailing, receipt, and award, generally two to three weeks from receipt of the requisition. All quotations received after the reply date and time are nonresponsive and cannot be considered.
- e. Existing County contracts should be utilized, whenever possible.

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PURCHASE REQUISITION FORM

Date: <input style="width: 90%;" type="text"/> Department: <input style="width: 90%;" type="text"/> Chart of Accounts number: <input style="width: 90%;" type="text"/> Vendor 1: <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/> <input style="width: 90%;" type="text"/>	PURCHASE REQUISITION County of Louisa P.O. Box 160 Louisa, Virginia 23093	P.O. # <input style="width: 80%;" type="text"/> Ship to: <input style="width: 90%;" type="text"/> <div style="text-align: center;"> PO Box 160 Louisa, VA 23093 </div>																																																																																																																																																
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CHAPTER 4

COMPETITIVE SEALED BIDDING

In this Chapter look for . . .

- 4 General
- 4.1 Competitive Sealed Bidding
- 4.2 Preparation and Issuance of IFBs
- 4.3 Sealed Bids - Receipt, Opening, Evaluation, and Award
- 4.4 Negotiation with the Lowest Responsible Bidder

Annexes

- 4-A IFB Step-by-Step Procedures
- 4-B Sample IFB
- 4-C Pre-bid Conference Checklist
- 4-D Sample IFB Sign-in Sheet
- 4-E Sample IFB Cover Sheet
- 4-F Sample IFB Addendum
- 4-G Sample Bid Tabulation
- 4-H Sample IFB Denial Letter
- 4-I Sample IFB Contract Documents
- 4-J Sample IFB Resolution for Board Packet to Award Contract
- 4-K Sample Contract Review Form

- 4. **General.** Competitive sealed bidding is the preferred method for acquiring goods and nonprofessional services for when the estimated cost is over \$30,000. It is also required on transportation-related construction, if the aggregate or sum of all phases exceeds \$25,000.
- 4.1 **Competitive Sealed Bidding.** The goods or service to be procured when using this method must be capable of being described so that bids submitted by potential contractors can be evaluated against the description in the Invitation for Bids (IFB) and an award made to the lowest responsive and responsible bidder. Competitive sealed bidding includes the issuance of a written IFB containing the specifications or scope of work and the contractual terms and conditions applicable to the procurement. The requirements set forth in the IFB may include special qualifications required of potential contractors, life-cycle costing, value analysis, and any other criteria such as testing, quality, workmanship, delivery and suitability for a particular purpose which may help in determining acceptability. IFBs must describe the requirements accurately and completely. Unnecessarily restrictive specifications or terms and conditions that unduly limit competition must be avoided. In addition to the public notice, bids are to be solicited directly from potential bidders. In the competitive sealed bid process, bids are publicly opened and read aloud. The bids are evaluated based upon the requirements set forth in the IFB.
- 4.2 **Preparation and Issuance of IFBs.**
 - a. **Format.** Prepare the IFB using the template format and contents. Establish a due date and time that will allow sufficient time for potential bidders to seek clarification and for the issuance of an addendum, if necessary. The due date shall not be less than 10 days from the issue date of the IFB.
 - b. **Scope.** Specify in detail the materials, equipment, and supplies to be furnished or the scope of work to be performed by the contractor, including or incorporating by reference the specifications, drawings and contractual terms and conditions applicable to the procurement.

- c. **Verify.** Review the IFB Solicitation and IFB Step-by Step Procedures (Annex 4-A) to assure that all requirements applicable to the procurement have been met.
- d. **Conferences/Site visits.** All prebid conferences and/or site visits shall be mentioned in both the IFB and any advertisement. If attendance at such a conference or site visit is a prerequisite for bidding, the public notice period shall be long enough to provide adequate opportunity for potential bidders to obtain a copy of the IFB and attend. Any changes in the requirements of the solicitation must be made by written addendum (see Annex 4-F).
- e. **Sources.** At a minimum, the IFB shall be posted on [EVA-eVA](#) and on the County's website.

4.3 **Sealed Bids - Receipt, Opening, Evaluation, and Award.**

- a. **Receipt.** Bids shall be received until the date and time specified in the IFB. Bids are then publicly opened and read aloud. Late bids shall not be considered.
- b. **Opening.** After bid opening, each bid is evaluated to determine if it is responsive to the IFB. The responsive bids are then evaluated according to the criteria and/or evaluation procedure described in the IFB to determine which is the lowest bid.
- c. **Evaluation.** The lowest responsive bidder is then evaluated to determine if the firm is responsible.
- d. **Award.** The contract is awarded to the lowest responsive and responsible bidder. [Notice of Award shall be posted on eVA.](#)

4.4 **Negotiation with the Lowest Responsible Bidder.** If the bid from the lowest responsible bidder exceeds available funds, the County may negotiate with the apparent low bidder to obtain a contract price within available funds. "Available funds" are those budgeted by the County for the requirement and designated as such prior to the issuance of the IFB. The purpose of this provision is not to force a bidder to take a lower price but rather to negotiate an acceptable change in requirements, including price that is agreeable to both parties. Negotiations might include an extended delivery date, reduced quantity, different accessories, etc., with a corresponding reduction in price. If the county wishes to negotiate with the apparent low bidder, negotiations shall be conducted in accordance with the following procedures:

- a. The using department shall provide the purchasing officer with a written determination that the apparent low bid exceeds available funds. Such determination shall be confirmed in writing by the director of finance or his designee. The using department shall also provide the purchasing officer with a suggested reduction in scope for the proposed purchase.
- b. The purchasing officer shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds available funds and shall further suggest a reduction in scope for the proposed purchase and invite the lowest responsible bidder to amend its bid proposal based upon the proposed reduction in scope.
- c. The lowest responsible bidder shall submit an addendum to its bid, which addendum shall include the change in scope for the proposed purchase, the reduction in price and the new contract value.
- d. If the proposed addendum is acceptable to the County, the County may award a contract within funds available to the lowest responsible bidder based upon the amended bid proposal. If the County and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

Annex 4-A

IFB STEP-BY-STEP PROCEDURES

The following step-by-step procedures are provided as a guide on how to properly prepare an IFB when soliciting competition for goods or nonprofessional services.

STEP ONE:

DETERMINE REQUIREMENTS: What is needed, how much, where and when. In addition, a cost estimate should be determined in order to decide as to whether or not quotes or formal bids should be solicited. The total dollar value for the initial period of the contract, and all possible renewal periods should be considered. If costs for the entire contract period are expected to exceed \$30,000, continue with issuing an IFB; if not, issue a RFQ.

STEP TWO:

DO PROCUREMENT PLANNING: Determining the following: contract period, procurement lead time available, need for a site visit or prebid conference, whether to use the Standard Terms & Conditions or the Master Contract, etc.

STEP THREE:

PREPARE THE IFB: Use the sequence shown below.

- I. **PURPOSE:** A purpose or summary statement of what is required should be included on the first page of the document. Sample verbiage is as follows: “The County of Louisa invites qualified insurance providers to submit bids for providing property, casualty, and general liability insurance coverage for volunteer Fire and Rescue agencies.”
- II. **STATEMENT OF NEEDS/SCOPE OF SERVICES:** Describe in complete detail the service to be performed or what is to be purchased, including quantity, as applicable. Specifications or drawings, if applicable, may be referenced and attached. **This is the most important section of the IFB because this is what bidders base their bid prices upon.** Sometimes the using department will help put together the scope of work; if not, you may refer to eVA for sample solicitations that have been issued by other localities to help in compiling the scope at <http://www.eva.state.va.us/> and click on “Solicitations and Awards (VBO). The following are sample statements that should be included in the scope of services section for the appropriate item being solicited:
 - A. **GOODS (FURNISH ONLY):** “The contractor shall furnish and deliver each of the following described item(s):”
 1. The purchase description(s) must be complete and specify the minimum needs of the County. Specifications may allow for bidding on a brand name or equivalent basis, if applicable.
 2. Other items that should be addressed in the purchase description, as appropriate, include but are not limited to inside delivery, set up and assembly, removal of trash, warranty, maintenance, packaging, etc.
 - B. **GOODS (FURNISH AND INSTALL):** “The contractor shall provide all labor, supervision, equipment, tools, materials and incidentals necessary to furnish and install (state product). All equipment, materials and installation work shall comply with this specification and any and all applicable Virginia Standards and Codes.”
 1. The purchase description(s) must be complete and specify the minimum needs of the County. Specifications may allow for bidding on a brand name or equivalent basis, if applicable.
 2. Other items that should be addressed in the purchase description, as appropriate, include but are not limited to inside delivery, set up and assembly, removal of trash, warranty, maintenance, packaging, etc.
 - C. **SERVICES:** “The contractor shall furnish all labor, supervision, equipment, tools, parts and materials, as necessary, to maintain the (type of equipment) listed in accordance with manufacturer’s service manuals (or other).”
 1. Ensure that the scope of work is complete. The contractor cannot be required to perform omitted work items.
 2. Other items that should be addressed, as appropriate, include but are not limited to repair response time, contractor certification-license requirements, workmanship, repair and maintenance records, working hours, overtime, agency-furnished materials, etc.

- III. PRE-BID CONFERENCE: If a prebid conference is desired, indicate date, time, place and whether attendance is mandatory or optional. The following verbiage is used for mandatory and optional meetings. See Annex 4-C for additional procedures.

MANDATORY: "A mandatory pre-bid meeting will be held at **10:00 a.m. on Tuesday, July 12, 2011**, at **Louisa County Ogg Building, located at 102 West Main Street, Louisa, VA 23093**. The purpose of this meeting is to allow potential bidders an opportunity to view existing conditions and present questions and obtain clarification relative to any facet of this solicitation.

Attendance at this meeting is a prerequisite to submitting a bid. Bids will only be accepted from those who are represented at the pre-bid meeting. Attendance at the pre-bid meeting will be evidenced by the representative's signature on the attendance roster. Bring a copy of the solicitation with you. Any changes resulting from this meeting will be issued in a written addendum to the solicitation."

OPTIONAL: "An optional pre-bid meeting will be held on **Wednesday, June 8, 2011, at 10:00 a.m.**, at the **Ferncliff Business Park, 4174 Three Notch Road, Louisa, VA 23093**. The purpose of this meeting is to allow potential bidders an opportunity to view current conditions and present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this meeting is not a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Should a bidder not be able to attend this meeting, they may view the site at their convenience. All bidders are **required** to visit the site to verify existing conditions and the scope of work to be performed. Failure to visit the site will in no way relieve the bidder from the necessity of completing the work in accordance with the existing conditions and intent of the drawings and/or specifications."

- IV. QUESTIONS: Determine the cutoff date for additional questions and the date on which the last addendum will be issued. The following verbiage is used to questions: "Bidders may submit any questions or requests for additional information regarding the project in written format by DATE. All questions shall be directed to Sam Massie at smassie@louisa.org or via fax at (540) 967-3404. A formal clarification will be sent out in writing on DATE, to all known potential bidders."
- V. BID SUBMISSION: Determine which items are necessary for the solicitation. Delete any items that are not required.
- VI. METHOD OF SELECTION: Sometimes the method of selection will need to be modified if the bid provides for more than one cost, for example, electrical services. Electrical services have an hourly rate and an overtime rate, plus rates for the electrician and helper. The using department will help in determining the assumed number of hours each will be used under the resulting contract. The method of selection should be modified as follows:

"After the Sealed Bids have been opened, the County shall prepare a list of those contractors who have submitted bids and met the qualifications listed in this offering. Bids shall be evaluated on the basis of the lowest **Bid Evaluation Total** from responsive and responsible bidders. The County of Louisa may cancel this IFB in whole or in part or reject any or all bids at any time prior to award. Should the County determine that a bidder is not qualified, the bidder shall be notified in writing of that determination and the reason. The award document will be a contract incorporating by reference all requirements, terms, and conditions of the solicitation of this offer.

The County will evaluate bids using the following hypothetical scenario to determine the overall lowest responsive and responsible bidder (**contractor is not responsible for completing this section; please use Appendix B for submitting costs**):"

A. **Master Electrician -**

Regular Hourly Rate (40 assumed hours) 40 x Regular Rate= \$ _____
Overtime Hourly Rate (10 assumed hours) 10 x Overtime Rate= \$ _____

B. **Electrician Helper -**

Regular Hourly Rate (40 assumed hours) 40 x Regular Rate= \$ _____
Overtime Hourly Rate (10 assumed hours) 10 x Overtime Rate= \$ _____

BID EVALUATION TOTAL (Sum of Lines A through B)

\$ _____

- VII. STANDARD TERMS AND CONDITIONS OR MASTER CONTRACT: Determine whether the Standard Terms and Conditions or the Master Contract will be used. Unless the solicitation is for a contractor, architect, or engineer, the Standard Terms and Conditions will be used.
- VIII. BID PRICE SHEET: Appendix B shall provide space and specify how price is to be submitted, e.g., lump sum, hourly rate, unit price, etc. Completed solicitations may be referenced for examples. For example, a lump sum request shall read "Bid shall be submitted as a lump sum cost, inclusive of the complete scope of services and specifications as presented in the Invitation for Bid and any and all addenda issued. \$ _____"
- IX. ATTACHMENTS: List all applicable attachments with a brief statement on their purpose.

STEP FOUR:

ISSUE THE INVITATION FOR BIDS: Prepare the IFB cover sheet, identify potential sources, prepare a bidder's mailing list, advertise at least 10 days prior to the date set for receipt of bids by posting on the Department of General Services' central electronic procurement website (eVA), publicly post the IFB on the County's website and post the cover sheet in the case in the lobby. It is optional to also advertise in either The Central Virginian, the Richmond Times Dispatch, or the Daily Progress, or all, if appropriate,

- A. COVER SHEET: Use the coversheet sample on Annex 4-E.
- B. IDENTIFY POTENTIAL SOURCES: Select appropriate sources to solicit. The using department may provide additional vendors.
- C. PUBLIC POSTING: The IFB must be publicly posted in at least one newspaper of general circulation or on the Department of General Services' central electronic procurement website (eVA), on the County's website and in the case in the lobby.

STEP FIVE:

CONDUCT PREBID CONFERENCE AND/OR SITE VISIT: Prebid conferences and/or site visits are required for procurements over \$100,000. It is recommended that conferences not be made mandatory unless the procurement is so complex that attendance at the conference is required to understand the requirements of the procurement. Post the sign-in sheet on the County's website.

STEP SIX:

ISSUE ADDENDUM: Issue addendum to correct errors, change bid due date, or to make any needed changes that were identified during the prebid conference, site visit, etc. See Annex 4-F for sample addendum. Post addendum on the County's website.

STEP SEVEN:

RECEIVE BIDS: Receive bids until the due date and time specified in the IFB, either by paper submission or through the eVA online submission portal. When bids are received, stamp them and write the date and time received. Publicly open bids following receipt.

STEP EIGHT:

TABULATE THE BIDS, DETERMINE RESPONSIVENESS, AND EVALUATE:

- A. TABULATE BIDS: A bid tabulation form should be prepared showing all the vendors and bid prices (see Annex 4-G).
- B. DETERMINE RESPONSIVENESS AND EVALUATE BIDS: Review all the bids to determine if the bids conform in all material respects to the IFB. Substitution or addition of the bidder's own contractual terms, taking exception to any of the terms and conditions or specification requirements, failure to submit a bid bond if required in the IFB, failure to sign the bid, submission of sample goods which do not meet the specification, failure to acknowledge receipt of an addendum which affects price, quantity, quality, or delivery, etc., providing multiple prices for performing a service where a single price was solicited, failure to provide prices for all categories of labor in the pricing schedule of a time and materials service contract (if required), may make a bid nonresponsive. However, a

minor mistake can be considered an informality and waived at the County's discretion. Evaluate all responsive bids in accordance with the method of selection procedure contained in the IFB to determine the low bidder.

STEP NINE:

DETERMINE RESPONSIBILITY OF THE LOW BIDDER: If references were requested to be submitted with the bid, prepare questions, call references, and record their responses.

STEP TEN:

REQUEST INSURANCE CERTIFICATE (OPTIONAL): If the County desires to verify the bidder's coverage under the provisions of the insurance clause, the purchasing officer may request the bidder to provide a certificate of insurance for the required coverage.

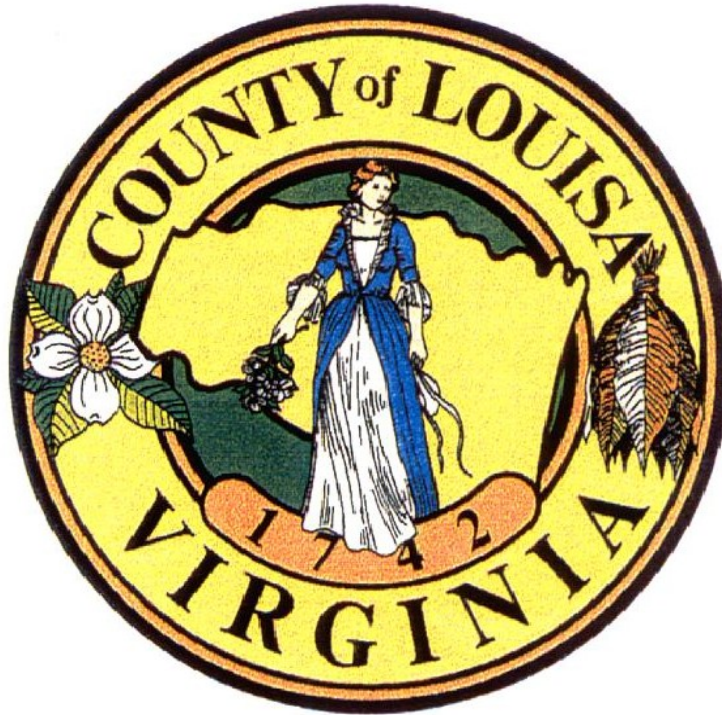
STEP ELEVEN:

AWARD CONTRACT: Prepare and issue denial letters (see Annex 4-H) to appropriate parties. Prepare the letter agreement (see Annex 4-I) and contract documents and resolution (see Annex 4-J) for the Board Packet. Prepare folder for contract documents and staple in contract review form (see Annex 4-K).

STEP TWELVE:

POST AWARD: Once the contract documents have been approved by the Board, issue the contract documents to the vendor. Post the award information on the County's website. Once the contract documents are received back from the vendor, follow the procedures on the contract review form. Once the contract documents have been finalized, post the Notice of Award on eVA.

Annex 4-B
SAMPLE IFB



COUNTY OF LOUISA, VIRGINIA
INVITATION FOR BID (IFB)
FOR
INSTALLATION OF EPOXY FLOORING AT THE LOUISA COUNTY ANIMAL SHELTER

IFB# GS-11-20

APRIL 12, 2011

**INVITATION FOR BID
(IFB)**

Issue Date: Tuesday, April 12, 2011

IFB# GS-11-20

Title: Installation of Epoxy Flooring at the Louisa County Animal Shelter

Issuing Agency:

County of Louisa, Virginia

Attn: Sam Massie

PO Box 160

Louisa, VA 23093

Location Where Work Will Be Performed:

18 Sacred Heart Avenue

Mineral, VA 23117

Period of Contract: From June 6, 2011

Through July 15, 2011

Renewable: N/A

Sealed Bids Will Be Received Until: Friday, April 29, 2011, by 3:30 p.m., local time prevailing

Direct All Inquiries for Information To:

Sam Massie, Purchasing Officer

Post Office Box 160

1 Woolfolk Avenue

Louisa, VA 23093

(540) 967-3404

smassie@louisa.org

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO:

County of Louisa

Louisa County Administration Building

Attn: Sam Massie

Finance Department, 2nd Floor

1 Woolfolk Avenue

Louisa, Virginia 23093

(540) 967-3404

PRE-BID CONFERENCE: An optional pre-bid conference will be held on Thursday, April 21, 2011, at 10:00 a.m. at 18 Sacred Heart Avenue, Mineral, VA 23117. If special ADA accommodations are needed, please contact Sam Massie at (540) 967-3404 by Wednesday, April 20, 2011 at 5:00 p.m.

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

INVITATION FOR BID TITLE PAGE

INVITATION NUMBER: GS-11-20 ISSUE DATE: 04/12/11

TITLE: INSTALLATION OF EPOXY FLOORING AT THE LOUISA COUNTY ANIMAL SHELTER

In compliance with this Invitation for Bid and to all the conditions imposed herein, by signing below, Bidder:

- (1) Offers and agrees to furnish the goods/services in accordance with the attached signed bid;
- (2) Agrees that upon Louisa County's written acceptance of Bidder's response to the Invitation to Bid, a valid and binding contract for services exists between Bidder and Louisa County;
- (3) Agrees that the Contract Documents will consist of, and *only* of, the Invitation for Bid, the County of Louisa, Virginia, Master Contract General Conditions Agreement and Bidder's response to the Invitation for Bid;
- (4) Certifies and warrants that the individual signing on Bidder's behalf is authorized to bind the Bidder in any and all contractual matters relating to this Invitation for Bid;
- (5) Certifies and warrants that neither Bidder, nor the individual signing on Bidder's behalf, has any business or personal relationships with any other persons, including Louisa County employees, or companies that are in conflict with the Commonwealth of Virginia's Conflict of Interest Act, or the County of Louisa, Virginia, Master Contract General Conditions Agreement; and,
- (6) Certifies and warrants that the Bidder is properly licensed for providing the goods/services specified in the Invitation for Bid and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the bid documents, prior to submitting the bid, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If a bidder shall fail to obtain the required license prior to submission of his bid, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

Sign in ink and type or print requested information.

Legal Name and Address of Firm:

FEI/FIN/SSN: _____

Fax Number: _____

E-mail Address: _____

Date: _____

By: _____

(Signature)

Name: _____

(Please Print)

Title: _____

Telephone Number: _____

Please provide the following if applicable to this IFB:

Virginia Contractor License # _____

SCC ID # _____

Bidder shall ascertain prior to submitting a response that all Addenda issued have been received and shall **acknowledge receipt and inclusion of all Addenda here:**

Addendum #: _____

Date Issued: _____

Addendum #: _____

Date Issued: _____

Addendum #: _____

Date Issued: _____

Information the Bidder deems Proprietary is included in this response in the separate section of the bid identified immediately below.

This Title Page MUST be Submitted as Part of your Bid

TABLE OF CONTENTS FOR IFB # GS-11-20

	<u>PAGE</u>
I. <u>PURPOSE</u>	5
II. <u>STATEMENT OF NEEDS/SCOPE OF SERVICES</u>	5
III. <u>BIDDER'S INSTRUCTION</u>	5
IV. <u>METHOD OF SELECTION</u>	8
V. <u>COUNTY OF LOUISA, VIRGINIA, STANDARD TERMS AND CONDITIONS</u>	9
VI. <u>BID PRICE SHEET</u>	25
VII. <u>DRAWINGS</u>	26
VIII. <u>SPECIFICATIONS</u>	28

I. PURPOSE:

The County of Louisa invites qualified vendors to submit bids for installing epoxy flooring at the Louisa County Animal Shelter to provide a durable flooring surface which will permit proper cleaning and disinfecting, in order to comply with the Virginia Department of Agriculture and Consumer Service regulations for Animal Pounds and Shelters.

II. STATEMENT OF NEEDS/ SCOPE OF SERVICES:

- A. Furnish and install the high solids thin film epoxy flooring system as specified to all floor areas as shown on the attached plan (FP-1). Prior to installation, provide decontamination and cleaning as specified. The term "high solids thin film epoxy flooring system" as used in the specification will include the primer, intermediate coat, topcoat, and any related materials for the project.
- B. Complete the high solids thin film epoxy flooring system installation in strict accordance with the attached specifications, the coating system manufacturer's most current requirements for surface preparation, application and inspection, and the instructions for safety. In the event of a conflict between the specifications and the manufacturer's instructions, the more stringent requirements will apply.
- C. The Contractor shall be responsible for providing ventilation, initial cleaning, inspection, supervision, dust control, and equipment protection as specified. The Contractor is responsible for all other work associated with the installation including protection of existing equipment and structures in the work area, surface preparation, high solids thin film epoxy flooring application, curing, coating repair, rework, inspection, and supervision.
- D. Please note that the Louisa County Animal Shelter will be occupied and operational during the installation of the high solids thin film epoxy flooring system. The project will be phased per the attached plan (PP-1) in order to accommodate the continued operation of the shelter as well as to maintain the safety of the Shelter personnel and animals.

III. BIDDER'S INSTRUCTION:

A. BID PREPARATION:

1. An optional pre-bid meeting will be held at **10:00 a.m. on Thursday, April 21, 2011, at 18 Sacred Heart Avenue, Mineral, VA 23117**. The purpose of this meeting is to allow potential bidders an opportunity to view current conditions and present questions and obtain clarification relative to any facet of this solicitation.

While attendance at this meeting is not a prerequisite to submitting a bid, bidders who intend to submit a bid are encouraged to attend. Bring a copy of the solicitation with you. Any changes resulting from this conference will be issued in a written addendum to the solicitation.

Should a bidder not be able to attend this meeting, they may pre-arrange a site visit with the General Services Department by contacting Cindy Moore at (540) 967-3462. All bidders are required to visit the site to verify existing conditions and the scope of work to be performed. Failure to visit the site will in no way relieve the bidder from the necessity of completing the work in accordance with the existing conditions and intent of the drawings and/or specifications.

2. Bidders may submit questions or requests for additional information regarding technical specifications and/or proposal submission in written format by Friday, April 22, 2011. All questions shall be directed to Sam Massie at smassie@louisa.org or via fax at (540) 967-3439. A formal clarification will be sent out in writing on Monday, April 25, 2011, to all known potential bidders.
3. The Bidder must submit a bid, which demonstrates and provides evidence that the Bidder has the capabilities, professional expertise, and experience to provide the necessary services as described in this IFB. The Bidder shall ensure that all information required herein is submitted with the bid. All information provided should be verifiable by documentation requested by the County of Louisa. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the bid or rescission of an award.

4. Bids shall be signed by the authorized representative of the Bidder.
5. Bids should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the IFB.
6. All expenses for making Bids to the County shall be incurred by the Bidder.
7. Bidder must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.

B. BID SUBMISSION: The following documents must be received in our office via hard copy no later than the closing date and time stated below:

If submitting through eVA, the Virginia e-procurement website, an electronic copy is acceptable.

1. Signed original of the completed Invitation for Bid Title Page
2. Signed Appendix A "County of Louisa, Virginia, **Virginia Standard Terms and Conditions.**"
3. Completed Appendix B "Bid Price Sheet"
4. **BID BOND:** Each bid shall be accompanied by a bid bond of five percent (5%) of the amount of the bid, which shall be a certified check, cash escrow or a bid bond payable to the County of Louisa. The sureties of all bonds shall be of such surety company or companies as are approved by the State and are authorized to transact business in the Commonwealth of Virginia. Such bid bond or check shall be submitted with the understanding that it shall guarantee that the bidder will not withdraw such bid during the period of 30 days following the opening of bids; that if such bid is accepted, the bidder will accept and perform under the terms of the Invitation for Bids and purchase order or contract.
5. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder shall deliver to the purchasing office executed Performance and Payment Bonds, each in the sum of the contract amount, with the County of Louisa as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office.
6. **EROSION AND SEDIMENTATION CONTROL PERFORMANCE BOND:** The successful bidder shall deliver to the purchasing office an executed Erosion and Sedimentation Control Performance Bond in the sum of \$_____, with the County of Louisa as obligee. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due and payable to the contractor, even if the contract has been performed in whole or in part, until the bonds have been delivered to and approved by the purchasing office.
7. A list of Bidders proposed staffing to provide services; including primary and back up assignments. Include resumes and credentials for the personnel to be assigned to this service contract. The personnel named in the bid shall remain assigned to the project throughout the period of the service contract. No replacement may be made without submission of a resume and credentials for approval by the County. A background investigation for the replacement will be required.
8. A list of client references of similar service contracts, including at least three (3) customers. These references must include name, address, and telephone number.
9. If substitutions are made to specific component items identified in this IFB, the Bidder shall clearly indicate exception being taken. Exceptions to the bid must be clearly identified, and reasons for the exception clearly stated. Information concerning the items substituted must present clear evidence that

the component specified is improper or unnecessary for the intended use, and/or the substituted component is equal or better than that specified by the County.

10. A copy of any applicable Federal, State, or Local license required to legally perform the service, or sell the goods specified in the IFB shall be attached to the bid.
11. A certificate of insurance for all required coverages endorsing the County of Louisa to the insurance policy as an additional insured.
12. Bidders are reminded that changes to the IFB, in the form of addenda, are often issued between the issue date and within 5 days of the due date of the solicitation. All addenda must be acknowledged on the IFB Title Page. Notice of addenda will be posted on eVA and on the County of Louisa procurement page www.louisacounty.com/procurement. It is the bidder's responsibility to monitor the webpage for the most current addenda.
13. A clear statement of analysis (IE; food value, chemical composition, breaking strength, etc.).
14. An oral presentation, for further clarification may be required in addition to the written bid, but shall in no way change the original bid.

15. If submitting electronically through eVA, **One (1) electronic document** in WORD format or searchable PDF of the entire bid as one document, **INCLUDING ALL ATTACHMENTS** must be uploaded through the eVA online submission portal.

16. Should the proposal contain **proprietary information**, provide **one (1) redacted electronic copy** of the bid and attachments with **proprietary portions removed or blacked out**. This redacted copy should follow the same upload procedures as described on item III. B. of this RFP. This redacted copy should be clearly marked "**Redacted Copy**" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Louisa County shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

The Bid Form, the bid security, if any, and any other documents required, shall be enclosed in a sealed opaque envelope. Any notation or notations on the exterior of the envelope purporting to alter, amend, modify, or revise the bid contained within the envelope shall be of no effect and shall be disregarded.

The IFB number and closing date must be clearly marked on the outside of the envelope. Each sealed envelope containing a Bid must be plainly marked on the outside as follows:

1. **Title of Solicitation**
2. **IFB# XX-XX-XX**
3. **Name of the Bidder**
4. **Address of the Bidder**
5. **Due Date and Time: XX/XX/XX @ 3:30 p.m.**
6. **A Statement reading "This container is not to be opened prior to the Bid Opening."**

Should any Bid be received which is not so identified, the bidder assumes the risk that the submission will be opened prior to the Bid Opening. Bids so opened shall be disqualified.

This solicitation will close on Friday, April 29, 2011, at 3:30 p.m., local time prevailing.

Return the bid to:

Mail to: (US Mail)
County of Louisa
PO Box 160
Louisa, VA 23093
Attn: Sam Massie

or Hand Delivery (FEDEX, UPS, etc.)
County of Louisa
Louisa County Administration Building
Finance Department, 2nd Floor
1 Woolfolk Avenue

- C. **SUBMISSION OF PROPRIETARY INFORMATION:** All information submitted to the County in response to this solicitation will constitute public information and will be available to the public for inspection upon request pursuant to the Virginia Freedom of Information Act (FOIA).

Pursuant to Virginia Code Section 2.2-4342 and County of Louisa Code Section 60-24, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code Section 59.1-336, part of the Uniform Trade Secrets Act.

In order to claim this exemption, the Bidder/Offeror shall perform ALL of the following: (i) include a written request indicating Bidder/Offeror's desire to invoke the protections of Virginia Code Section 2.2-4342 with submitted proposal materials/data; (ii) specifically identify the data or other materials to be protected by clearly labeling each page containing applicable data as PROPRIETARY; and (iii) to the County's satisfaction, articulate the rationale for why protection for the particular data or materials is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable.

Without waiving sovereign immunity or any other available defenses, the County asserts that failure to meet all of these requirements will result in the data or materials being open for inspection in response to a valid inquiry under FOIA and will serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information.

Bidder/Offeror shall be responsible for intervening and defending, at its expense, any demands made upon the County by third parties for production of any such items.

- D. **RECEIPT OF BIDS/LATE BIDS:** It is the Bidders responsibility to ensure that his/her bid is received prior to or at the specific time and the place designated in the solicitation. **Bids received after the date and time specified shall not be considered.**

Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of bidders and others interested who may be present either in person or by representative. The County personnel whose duty it is to open the bids will decide when the specified time has arrived.

Bids shall be addressed as indicated in the Advertisement for Bids and shall be delivered, enclosed in a sealed envelope, marked "Bid" and bearing the title of the work, name of the bidder, and the contractor's license number of the bidder. Bidders shall clearly mark on the outside of the bid envelope which contract(s) they are bidding.

No responsibility will be attached to any County personnel for the premature opening of a bid not properly addressed and identified on the outside of a sealed envelope.

E. COOPERATIVE PROCUREMENT:

1. This procurement is being conducted on behalf of Louisa County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act and §60-5.1 of the Louisa County Code.
2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.
3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.

4. The County of Louisa, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Louisa County contract.
5. It is the Contractors responsibility to notify other public body(s) of the availability of the contract(s).

IV. METHOD OF SELECTION:

After the Sealed Bids have been opened, the County shall prepare a list of those contractors who have submitted bids and met the qualifications listed in this offering. Award shall be given based on the lowest responsive and responsible bidder. In case of arithmetic errors, the unit price will govern. The County of Louisa may cancel this IFB in whole or in part or reject any or all bids at any time prior to award. Should the County determine that a bidder is not qualified; the bidder shall be notified in writing of that determination and the reason. The award document will be a contract incorporating by reference all requirements, terms, and conditions of the solicitation of this offer.

The County reserves the right to evaluate any sources of information available.

V. COUNTY OF LOUISA, VIRGINIA, MASTER CONTRACT GENERAL CONDITIONS AGREEMENT

See Appendix A. Louisa County does not accept changes to the County of Louisa, Virginia, Master Contract General Conditions Agreement, and any attempt by the Bidder to make such changes is in itself reason for a bid to be declared as non-responsive to the IFB and rejected by the County.

VI. BID PRICE SHEET

See Appendix B

VII. DRAWINGS

See attached drawings FP-1 and PP-1.

VIII. SPECIFICATIONS

See attached flooring specifications, Section 096723, for high solids thin film epoxy.

Annex 4-C

PRE-BID CONFERENCE CHECKLIST

The following points are to be considered when pre-bid conferences are used:

_____ Requirement: Prebid conferences are required for complex and/or large dollar value (over \$100,000) solicitations.

Preparation:

_____ Reserve a meeting room or location suitable to accommodate the anticipated attendance, if necessary. Be sure the site is accessible; if outside, specify an alternate date or place in the event of inclement weather.

_____ Coordinate with the using department to determine who will speak for the requisitioning activity and conduct the conference and/or site visit.

_____ Have extra copies available of the solicitation and all attachments.

_____ Have a sign-in sheet prepared (Annex 4-D).

Conduct of Conference/Site Visit:

_____ Note the date, time, location, and name of solicitation of the conference. If this is a mandatory conference and a cutoff time for late arrivals was stated in the solicitation, remind attendees, and enforce it.

_____ Welcome participants, and introduce key people.

_____ Require all present to sign the sign-in sheet.

_____ Explain the purpose of the conference/site visit - how it is to be conducted, how any addenda are issued, if necessary, and whether attendance is mandatory or not, etc. Attendees are to be told that no changes resulting from the conference are official unless issued in writing in the form of an addendum.

_____ Take detailed notes of questions and answers to be provided in an addendum.

After the conference:

_____ If an addendum is to be issued, prepare it as indicated in the example provided in Annex 4-E. The using department shall review and approve the addendum before issuing it to the vendors. If clarification is needed on a question or answer that was asked at the pre-bid conference, ask the using department for help.

_____ After final approval from the using department, issue the addendum to all known potential vendors, post on the County's website, and post it on the Department of General Services' central electronic procurement website (eVA).

Annex 4-D

SAMPLE PRE-BID/PROPOSAL SIGN-IN SHEET

	Name	Company Name	E-mail Address	Telephone #
1				
2				
3				
4				
5				
6				
7				
8				

SAMPLE IFB COVER SHEET



COUNTY OF LOUISA
Finance Department

INVITATION FOR BID
COUNTY OF LOUISA

The County of Louisa invites qualified contractors to submit bids for providing public roads and infrastructure for the Ferncliff Business Park, located at Ferncliff, Virginia. An optional pre-bid conference will be held at 10:00 a.m. on Wednesday, June 8, 2011, at the Ferncliff Business Park, 4174 Three Notch Road, Louisa, VA 23093. The purpose of this conference is to allow potential bidders an opportunity to view existing conditions and present questions and obtain clarification relative to any facet of this solicitation. Specifications may be obtained from the Louisa County Finance Department, One Woolfolk Avenue, Louisa or by mail: P.O. Box 160, Louisa, VA 23093, or the county's website, www.louisacounty.com. Proposals are due by 2:00 p.m. at the above address on Wednesday, June 22, 2011. All proposals should be clearly marked "IFB # ED-11-02 – Ferncliff Business Park" on the outside of the envelope. Questions or requests for information packet should be directed to the above address or by calling 540-967-3404, M - F, 8:30 a.m. to 5:00 p.m.

SAMPLE IFB ADDENDUM



COUNTY OF LOUISA
Finance Department

INVITATION FOR BID # GS-11-20
ADDENDUM NUMBER 1

Date: April 22, 2011

Title: Installation of Epoxy Flooring at the Louisa County Animal Shelter

1. Work shall be performed during normal business hours of the Louisa County Animal Shelter, Tuesday through Saturday, 7:00 a.m. - 3:00 p.m. Accommodations may be made for extended hours, if necessary.
2. The project phasing will remain as specified on drawing PP-1.
3. The grated floor drain systems will NOT be epoxy coated. The epoxy coating will be terminated at the edge of the grated floor drain systems.
4. Standard electrical power and water supply is available for the contractors use.
5. The County will remove the cage fronts from the kennels prior to the contractor beginning phased work.
6. Areas will be cleared of all equipment and furnishings by the County prior to the contractor beginning phased work.
7. The individual kennels in the Dog Holding Room have an existing cant cove to remain. The perimeter and exterior walls of the kennels will require new cant cove, which the contractor is responsible for providing and installing.
8. The contractor shall provide and install cant cove on all stainless steel walls.
9. Contractor's base bid shall only be for Tnemec, as specified in the flooring specification. Contractors may also provide a high solid film epoxy substitution equal to or greater than the quality of the specified Tnemec by including it as an alternate on the attached revised bid price sheet. Specifications for the substitution shall be included with the bid and the County will evaluate the substitute product. However, the County reserves the exclusive right to reject a substitution regardless of product quality or price.

END OF ADDENDUM

Attachment (1)

Annex 4-G

SAMPLE BID TABULATION

Title and #: Installation of Epoxy Flooring at the Louisa County Animal Shelter # GS-11-20

NAME OF BIDDER	ADDRESS	BASE BID AMOUNT (Requested - Tnemec Brand)	GLASS BEADS	TOTAL BID PRICE (Other Brand)	TOTAL BID PRICE (Requested Tnemec Brand)
Company A		\$41,232.00		General Polymers \$35,963.00	\$41,232.00
Company B		\$25,000.00	INCL	General Polymers \$22,000.00	\$25,000.00
Company C		NA		Dur-A-Flex, Inc. \$29,085.00	
Company D		\$29,355.00		Florock \$27,355.00	\$29,355.00
Company E		\$24,000.00	\$4,400.00	NA	\$28,400.00
Company F		\$20,961.00	\$3,332.00	NA	\$24,293.00

Annex 4-H

SAMPLE IFB DENIAL LETTER



COUNTY OF LOUISA
Finance Department

May 3, 2011

Company A Corporation
Attn: John Smith
6313 Monument Avenue
Richmond, VA 23226

RE: IFB # GS-11-20
Installation of Epoxy Flooring at the Louisa County Animal Shelter

Dear Mr. Smith:

After careful review, the County of Louisa intends to award the contract for installation of Epoxy Flooring at the Louisa County Animal Shelter to Company A Corporation, the vendor with the lowest, responsive and responsible bid.

We appreciate your interest in doing business with the County of Louisa and hope that you will continue to participate in our procurement process.

If you have any questions, please feel free to contact me at 540-967-3404.

Sincerely,

Sam Massie
Purchasing Officer

Annex 4-I

SAMPLE IFB LETTER AGREEMENT



COUNTY OF LOUISA
Finance Department

May 17, 2011

Company A Corporation
Attn: John Smith
3355 Liberty Road
Villa Rica, GA 30180

Re: Letter Agreement for Installation of Epoxy Flooring at the Louisa County Animal Shelter

Dear Mr. Smith:

I wish to congratulate you on being the successful low, responsive and responsible bidder on Invitation for Bid (IFB) # GS-11-20 for installing Tnemec Brand Epoxy Flooring at the Louisa County Animal Shelter (the "Services"). This contract is effective for the term stated in the requirements of the IFB. The total cost for providing these services is \$24,293.00.

The contract for the Services consists of the following documents (collectively the "Contract Documents"):

- 1) This Letter Agreement;
- 2) IFB dated April 12, 2011;
- 3) Appendix A – County of Louisa, Virginia, Master Contract General Conditions Agreement; and
- 4) Appendix B – Bid Price Sheet.

By signing this Letter Agreement, Advanced Surfaces Corporation agrees that (i) the Contract Documents govern the relationship between the County and Advanced Surfaces Corporation (ii) the Contract Documents govern any and all matters related to the Services performed and (iii) no modification to the Contract Documents will be binding on the County unless such modification is made in writing and signed by a County representative in accordance with all applicable Federal, State and Local laws, including procurement laws.

Please find enclosed two (2) copies of the Contract Documents between Advanced Surfaces Corporation and the County of Louisa, Virginia. Please acknowledge by your signature below, the receipt of a complete set of the Contract Documents, and return both signed copies to my attention at the address listed below. I will forward you an executed copy of the Contract Documents once signed by the County.

County of Louisa
Attn: Sam Massie
PO Box 160
Louisa, VA 23093

We look forward to doing business with you. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Sam Massie
Purchasing Officer

I agree to the terms of this Letter Agreement, and acknowledge receipt of a complete set of the Contract Documents.

CONTRACTOR:

Company: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

County Of Louisa
PO Box 160
Louisa, Virginia 23093

By: _____

Name: Christian Goodwin

Title: County Administrator

DRAFT

Annex 4-J

SAMPLE IFB RESOLUTION FOR BOARD PACKET TO AWARD CONTRACT

A RESOLUTION TO APPROVE AND AWARD A CONTRACT TO Company B & SONS, INC. FOR THE FERNCLIFF BUSINESS PARK ACCESS ROAD PROJECT

WHEREAS, Invitation for Bid #ED-11-02 was issued on May 26, 2011, in order to solicit bids from qualified contractors to provide public roads and infrastructure for the Ferncliff Business Park, located in Ferncliff, Virginia; and

WHEREAS, this solicitation was advertised in the May 27, 2011 edition of The Richmond Times-Dispatch, the June 2, 2011 edition of The Central Virginian, on the County's website, in the Louisa County Office Building, and was sent to forty-one (41) vendors, including all those on the vendor bid list; and

WHEREAS, an optional pre-bid meeting was held on June 8, 2011 at the Ferncliff Business Park for the purpose of allowing potential bidders an opportunity to view existing conditions and present questions and obtain clarification relative to any facet of the solicitation; and

WHEREAS, bids were due by 2:00 p.m. on Wednesday, June 22, 2011 at the Louisa County Administration Building; and

WHEREAS, eleven (11) bids were received ranging from \$824,964.52 to \$1,139,232.00; and

WHEREAS, Company B & Sons, Inc. was deemed the lowest, responsive and responsible bidder at \$824,964.52.

NOW, THEREFORE, BE IT RESOLVED, on this 5th day of July 2011, that the Louisa County Board of Supervisors hereby authorizes the County Administrator to enter into the contract with Company B & Sons, Inc. for the Ferncliff Business Park Access Road Project on behalf of the County of Louisa, so long as such contract is consistent with the Invitation to Bid, is consistent with the low responsive and responsible bidder price of \$824,964.52 and only after the County Attorney for Louisa County, Virginia approves such contract as to form. The source of these funds is Ferncliff Business Park Access Road (GL # 4-303-82000-5630).

Annex 4-K

SAMPLE CONTRACT REVIEW FORM



County of Louisa

Begin Date: _____

End Date: _____

CONTRACT REVIEW

- Procurement Officer ☐ – Verify procurement guidelines; Create folder
– Prepare contract using pre-approved format
– Forward folder to contractor for signature (Date: _____)
- Procurement Officer: ☐ – Obtain contractor signatures
– Submit folder to County Attorney (Date: _____)
- County Attorney: ☐ – Approve as to form
– Forward folder to County Administrator (Date: _____)
- Administration: ☐ – County Administrator signs originals (Date: _____)
– Forward folder to Procurement Officer
- Procurement Officer ☐ – 1 original to contractor, 1 copy to file, 1 copy to Department Head, 1 copy to Treasurer
- Procurement Officer: ☐ – Enter into Minutetrak to add to Board packet for approval/notification - include bid tabulation (Date: _____)
– Send IT email to add to County's website (Date: _____)
– Complete Purchase Requisition and forward to Department Head for signature

CHAPTER 5

COMPETITIVE NEGOTIATION

In this Chapter look for . . .

- 5. General
- 5.1 Competitive Negotiation (For Goods and Nonprofessional Services)
- 5.2 Preparation and Issuance of a Request for Proposal (RFP)
- 5.3 Sealed proposals - Receipt and Evaluation
- 5.4 Negotiation and Award

Annexes

- 5-A RFP Step-by-Step Procedures
- 5-B Sample RFP
- 5-C Do's and Don'ts of Negotiation
- 5-D Sample Proposal Evaluation Scoring Sheet
- 5-E Sample Evaluation Summary
- 5-F Sample RFP Denial Letter
- 5-G Sample RFP Contract Documents
- 5-H Sample RFP Resolution for Board Packet to Award Contract

- 5. **General.** The Code of Virginia § 2.2-4302.2 requires the use of competitive negotiation for the procurement of all professional services. Professional services is defined as “work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, or professional engineering. Competitive negotiation may be the procurement method used for goods and nonprofessional services when it is not practicable or fiscally advantageous to use competitive sealed bidding.
- 5.1 **Competitive Negotiation (for Goods and Nonprofessional Services).** Competitive negotiation has the advantage of flexibility for describing in general terms what is being sought and the factors to be used in evaluating responses. It offers the opportunity, through negotiation, to change the content of an offer and pricing after opening. Negotiation is the dialogue that occurs to achieve mutually satisfactory objectives and benefits and to reconcile differences through mediation. This discussion provides the means for both the buyer and seller to reach agreement on a contract's content, terms, and conditions. In the course of negotiation, both parties should be able to reach a mutually acceptable agreement. Competitive negotiation is not “horse trading,” “haggling,” or an auction. Competitive negotiation, properly carried out, requires skill and extensive preparation on the part of the negotiators to achieve specific procurement objectives.

This method of procurement requires the issuance of a Request For Proposal (RFP) that describes in general terms the requirement, the factors that will be used to evaluate the proposal, the County's Standard Terms and Conditions, plus any special conditions including unique capabilities or qualifications that will be required. All responses must be held unopened until the date and time specified for their receipt.

5.2 **Preparation and Issuance of a Request for Proposal (RFP).**

- a. Upon a determination made in advance by the County and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, goods, services, or insurance may be procured by competitive negotiation. The writing shall document the basis for this determination.

- b. A written RFP is issued to describe in general terms that which is to be procured (see Annex 5-B for format and contents). The RFP must specify and list the specific requirements to be addressed by the offerors that will be used in evaluating the proposals and will contain other applicable contractual terms and conditions, including any unique capabilities or qualifications required of the contractor. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.
- c. Mandatory requirements should be kept to a minimum and refer only to those areas that are required by law or regulation or are such that they cannot be waived and are not subject to negotiation. The use of “shall” or “must” indicates a mandatory requirement. Specify any optional information desired. The factors for use in evaluation shall be stated in the RFP. Price shall be one of the factors considered, but need not be the determining one.
- d. Review the RFP Solicitation and RFP Step-by-Step Procedures (Annex 5-A) to assure that all specific requirements applicable to the procurement have been met.
- e. Establish a proposal submission due date and time which provide sufficient time for potential offerors to develop a proposal. The minimum time period is ten (10) days from issue date of the RFP. The time period used may be greater than the required ten (10) days based on the complexity of the requirement and whether or not a preproposal conference is required.
- f. All preproposal conferences or site visits must be mentioned in the RFP and any advertisement of it. If attendance at such a conference or site visit is a prerequisite for submitting a proposal, the public notice period must be at least ten (10) days after issuance to provide adequate opportunity for potential offerors to obtain a copy of the RFP and attend.
- g. RFPs shall be advertised in a newspaper of general circulation or on the Department of General Services' central electronic procurement website (eVA). The advertisement should be a brief statement about the requirement and information on how to receive a copy of the solicitation (see Annex 4-E).

5.3 **Sealed Proposals - Receipt and Evaluation.**

- a. Public openings of proposals are not required. If a public opening is held, the names of the individuals, or the names of firms submitting proposals in a timely manner, is the only information read aloud and made available to the offerors and general public.
- b. The proposals are evaluated by the buyer and an evaluation team. Proposals are evaluated on the basis of the criteria set forth in the RFP. All RFP responses are to be evaluated. Proposals not meeting requirements should be scored lower. Two or more offerors determined to be fully qualified and best suited are then selected for interviews and negotiation. Price is considered, but need not be the sole determining factor.
- c. During the evaluation phase it may be determined by the evaluation panel that only one offeror is fully qualified, or that one offeror is CLEARLY more highly qualified than the others under consideration. A written determination shall be prepared and retained in the contract file to document the meaningful and convincing facts supporting the decision for selecting only one offeror and negotiating with that offeror.

5.4 **Negotiation and Award.**

- a. Negotiations are conducted with each of the offerors so selected (see Annex 5-C for Do's and Don'ts of Negotiation). Negotiation allows modification of proposals, including price. Offers and counter-offers may be made as many times with each offeror as is necessary to secure a reasonable contract. After negotiations have been conducted with each of the selected offerors, the County selects the offeror which, in its opinion, has made the best proposal. In all cases, written confirmation shall be obtained from the offeror on any modifications of the original proposal.
- b. For competitively negotiated procurements, once evaluation and negotiations have been completed with selected offeror(s), the agency must prepare a written narrative summarizing the rationale for the ratings that are developed for each proposal received. The summary shall address the merits of the proposal relative to the evaluation ratings; it shall not compare proposals to each other (see Annex 5-E). The County is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous (*Code*

of Virginia, § 2.2-4359D). Offerors may inspect the proposal records after evaluation and negotiations are complete, but prior to award (see *Code of Virginia*, §2.2-4342 (d)).

Note: Although the County is not required to conduct formal debriefings upon completion of the evaluation process, if after review of the procurement file a vendor requests further clarification of specific issues, the purchasing officer should be prepared to discuss pertinent information in regards to the procurement process. It is not intended that advice be provided in regards to how a vendor could strengthen future responses to make him more competitive, as that should be self-evident upon completion of his review.

- c. Agencies may cancel a RFP, or reject proposals at any time prior to making an award.
- d. The award documents shall incorporate, by reference, the terms and conditions of the RFP and the contractor's proposal, together with all written modifications thereof.

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Annex 5-A

RFP STEP-BY-STEP PROCEDURES

The following step-by-step procedures are a guide on how to properly prepare an RFP for the procurement of goods or services by competitive negotiation.

~~STEP 1 – PREPARE WRITTEN DETERMINATION~~~~[Deleted]~~

~~The use of competitive negotiation for nonprofessional services requires a written determination made in advance that competitive sealed bidding is either not practicable or not fiscally advantageous to the Commonwealth. The writing shall document the basis for this determination. It is not sufficient to only state that “it is not practicable or not fiscally advantageous.” The written statement must explain why it is not practicable or not fiscally advantageous. [Deleted]~~

STEP 12 - PREPARE THE REQUEST FOR PROPOSAL (RFP)

Competitive negotiation is a method of contractor selection which includes issuance of a written RFP indicating in general terms that which is sought to be procured, specifying the factors that will be used in evaluating the proposals, and containing or incorporating by reference the applicable contractual terms and conditions including any unique capabilities or qualifications which will be required of the contractor. The RFP should be prepared using the sequence shown on Annex 5-B.

Preparing the RFP - The following is an explanation of the contents of each section of an RFP.

- I. PURPOSE: Include a brief statement of the purpose of the RFP. The following are typical examples of language used in writing this section for goods and services.
 - A. Goods: “The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiation for the (purchase/lease-purchase/lease/rental) of (generic commodity description) by the County of Louisa.”
 - B. Services: “The purpose of this Request for Proposal (RFP) is to solicit proposals to establish a contract through competitive negotiation for the purchase of (type of consultant services/type of maintenance services/type of other nonprofessional services) by the County of Louisa.”
- II. STATEMENT OF NEEDS/SCOPE OF SERVICES:
 - A. The Statement of Needs should describe in general terms, the service to be performed or the goods to be purchased, including quantity, if applicable. Specifications and/or drawings may be referenced by attachment.
 - B. Items that should be addressed in the Statement of Needs include the specific tasks, subtasks, parameters, and limitations restricting such task or subtasks which should be accomplished and/or considered by the contractor or included in the final product. Consequently, each task should be numbered and organized in such a manner as to identify it as an individual task among many. This is one of the most important sections of the RFP, because it is the section upon which the offerors will base their proposed prices.
 - C. Other items that should be addressed, as appropriate, include but are not limited to, County furnished materials such as plans, statistical reports, office space, personnel, response times, workmanship, working hours, overtime, access to work site, etc.
 - D. The following are samples of the beginning language:
 1. Goods: “The contractor shall furnish ____ each of the following described item(s):”
 - a. The description must specify the minimum desired functions of the item(s) and/or the desired characteristics, design, etc., if applicable. The use of brand names is more appropriate in an IFB than a RFP.

- b. Other items that should be addressed include but are not limited to inside delivery, set up and assembly, removal of trash, warranty, maintenance, packaging, etc., as appropriate.
 2. Consultant Services: “The contractor shall furnish all labor and resources to conduct a management study of (name of specific area, etc.) for the purpose of analyzing and recommending appropriate changes to improve efficiency, etc.”
 3. Nonprofessional Services: “The contractor shall furnish all labor, materials, etc. to provide Janitorial Services/Dental Services/Food Service Operations/etc. to the County of Louisa.”
 - III. PREPROPOSAL CONFERENCE: If a preproposal conference is desired, indicate date, time, place, and whether attendance is mandatory or optional. See Annex 4-C for additional procedures and Annex 4-A (III) for specific wording regarding mandatory and optional conferences.
 - IV. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:
 - A. GENERAL INSTRUCTIONS: This section is used to inform the potential offerors of how many copies of the proposal must be submitted, how the proposal is to be prepared, the possibility of oral presentations by the offerors, etc. To reduce administrative burden and costs, request enough copies so that each evaluator is provided a copy. The following are sample paragraphs normally used in this section.
 1. RFP Response: In order to be considered for selection, offerors must submit a complete response to this RFP. One (1) original and () copies of each proposal must be submitted to the County.
 2. Proposal Preparation:
 - a. Proposals shall be signed by the authorized representative of the Proposer.
 - b. Proposals should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the RFP.
 - c. All expenses for making proposals to the County shall be incurred by the Offeror.
 - d. Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.
 - e. The Offeror must submit a proposal, which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required in the RFP is submitted with the proposal. All information provided should be verifiable by documentation requested by the County of Louisa. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. **Each copy of the proposal should be bound with all documentation in a single volume where practical.** Responses must, in any event, contain the requirements presented in the RFP and be organized into separate chapters and sections using the format described in the RFP in order to provide each firm an equal opportunity for consideration.
 - B. SPECIFIC PROPOSAL INSTRUCTIONS: Use this section to inform the potential offerors of the information that must be submitted with their proposals. The information requested is used as the basis for developing the proposal evaluation criteria. The following is a sample of the beginning language and examples of typical specific requirements:

“Responses must, in any event, contain the following information and be organized into separate chapters and sections using the format described below in order to provide each firm an equal opportunity for consideration.

 - a. Project Methodology

- i. Offeror's philosophy, understanding of the County's requirements and environment
 - ii. Offeror's local market knowledge
 - iii. Analytical tools and benchmarks used to evaluate carriers and plan designs
 - iv. Analytical tools used to evaluate performance, manage trends, assess employee contribution alternatives, etc.
 - v. Methods used to analyze claim experience and make recommendations on changes
 - vi. Methods used, and the firm's ability, to manage a 3-5 year benefits planning horizon
 - vii. Methods used to illustrate the highest valued opportunity for benefit design and carrier choices on an annual basis
 - viii. Techniques and procedures your firm uses to assist in identifying current and anticipated new exposures to loss, including impact of Medicare benefits
 - ix. Method used to monitor group-specific and market health care cost trends routinely and how cost reporting supports benefit design evaluation
 - x. Experience and/or creative ideas on dealing with carriers on the specific issues such as carrier interest in employee vs. employer contribution to premium, potential for self-funding, benefit design, eligibility policies, participation levels etc.
- b. Experience of the Offeror
 - i. Include a statement of the Offeror's experience in providing the services stated in the Statement of Needs/Scope of Services with an emphasis on public sector experience.
- c. Experience of the Project Team
 - i. Provide the name of the key contact for the County contract and list other key professional staff to be assigned work under the contract, describe their experience as project team members and attach resumes describing their qualifications including credentials, experience, responsibilities, and specifically, work on similar engagements of similar size and scope, with an emphasis on public sector experience.
- d. References
 - i. Provide at least three (3) references of clients of similar size, scope and environment for whom similar services have been provided and dates the service was provided. Include client name, address, telephone number, description of type of services performed, and person the County may contact.
- e. Cost of Services
 - i. Provide a detailed cost proposal. Identify the total compensation package for services rendered and how it will be derived.

V. EVALUATION PROCESS AND CRITERIA: This section is in two parts. The first part, "Evaluation Process," explains to the offerors the purchasing process of evaluation and states how the award will be made. The second part, "Evaluation Criteria," tells the offerors how the proposals will be evaluated. **The criteria must be developed from the items asked for in the "Specific Proposal Instructions" section.** The following is a **sample** of the beginning language and example evaluation process and criteria that can be modified to reflect the RFP's needs:

- A. EVALUATION PROCESS: The County of Louisa shall appoint a Selection Committee to review and evaluate all proposals submitted by Offerors responding to this RFP. The proposals will be evaluated and ranked based on the Evaluation Criteria listed in Section V. The County of Louisa may ask top ranked Offerors to attend a presentation discussion as part of the evaluation process. Firms invited to the discussion should be prepared to have general discussions on non-binding estimates of cost to provide requested services. At the conclusion of

the evaluation process, the County will select one or more firms with whom final negotiations will be conducted in an effort to obtain a contract.

B. EVALUATION CRITERIA: “The respondents will be evaluated on the following criteria:”

Instructions to Buyers: The basis for evaluation must be known in advance. Phrases such as “and any other criteria the County may decide to use” are not specific, violate the intent of the General Assembly expressed in § 2.2-4300C of the *Code of Virginia*, and shall not be used. Experience and qualifications not only of the firm but also of the personnel to be assigned to the contract shall be included in the “Experience and qualifications” criterion, when appropriate.

These are examples of **typical criteria** used. There is no specific number required but the number should normally be kept to no more than five criteria.

FOR SERVICES

1. Specific plans or methodology to be used to perform the services
2. Price
3. Experience and qualifications of personnel assigned to perform the services
5. References from other clients

FOR GOODS

1. Quality of equipment offered and suitability for the intended purpose
2. Experience and qualifications of personnel in providing the goods
3. Price
5. Maintenance Support
6. Scope and suitability of training offered to County personnel

VI. STANDARD TERMS AND CONDITIONS OR MASTER CONTRACT: Determine whether the Standard Terms and Conditions or the Master Contract will be used. Unless the solicitation is for a contractor, architect, or engineer, the Standard Terms and Conditions will be used.

VII. ATTACHMENTS: List any attachments including their purpose.

STEP 23 - ISSUING THE RFP

Prepare the RFP cover sheet, identify potential sources, prepare a vendor mailing list, advertise at least 10 days prior to the date set for receipt of bids by posting on the Department of General Services' central electronic procurement website (eVA), publicly post the RFP on the County's website and post the cover sheet in the case in the lobby. It is optional to also advertise in either The Central Virginian, the Richmond Times Dispatch, or the Daily Progress, or all, if appropriate.

I. COVER SHEET: Utilize the cover sheet sample on Annex 4-E.

II. IDENTIFY POTENTIAL SOURCES: Select appropriate sources to solicit. The using department may provide additional vendors.

III. PUBLIC POSTING AND ADVERTISING: A RFP may be publicly posted in at least one newspaper of general circulation or on the Department of General Services' central electronic procurement website (eVA), on the County's website and in the case in the lobby.

STEP 34 - SELECT AN EVALUATION PANEL

Select and assign a proposal evaluation panel. The evaluation panel should be kept small, three to five is recommended, including the purchasing officer. Experience has shown that larger panels are unwieldy and make it difficult to coordinate meetings and negotiating sessions and to reach evaluation decisions.

STEP 45 - CONDUCT PREPROPOSAL CONFERENCE AND/OR SITE VISIT

Conduct preproposal conference and/or vendor visit of work site, if required in the RFP. If a preproposal conference or site visit is required, a roster signed by those attending shall be made.

STEP 56 - ISSUE ADDENDUM

If necessary, issue an addendum to correct errors, change proposal due date, or to make any other changes that have been agreed to as a result of the preproposal conference, site visit, etc. See Annex 4-F for sample addendum. Post addendum on the County's website.

STEP 67 - RECEIVE PROPOSALS

Receive proposals at the date and time specified, either by paper submission or through the eVA online submission portal. A public opening is not required by law. If a public opening is held, read only the names of the offerors. Late proposals cannot be considered and should be returned unopened. A copy of each proposal shall be distributed to each member on the evaluation panel. The purchasing officer shall retain the proposals marked original.

STEP 78 - EVALUATE PROPOSALS

- I. The purchasing officer arranges a meeting for the evaluators in which to score the proposals based on the evaluation criteria and point values listed in the RFP. The evaluators are instructed to identify and list areas of apparent noncompliance or areas needing clarification in each proposal.
- II. Based on a numerical grade of 0-missing, 1-poor, 2-fair, 3-good, 4-above average, or 5-perfect, as agreed on by the evaluators, the purchasing officer will issue a score for each evaluation criteria. The evaluators are instructed to conduct a preliminary independent and impartial appraisal and prepare a tentative handwritten analysis describing the rationale leading to specific conclusions on the strengths and weaknesses of each proposal. The evaluators should not contact any of the offerors.
- III. Invitations for interviews and negotiations are then issued by the purchasing officer based on the total evaluation score received by the firms. Firms to be selected are chosen by a 'natural break' in the scores, or the highest two. After independent evaluations of each member, the purchasing officer shall schedule a meeting with the evaluation panel to openly discuss each proposal and determine which firms should be invited for interviews and negotiations.

STEP 89 - SELECTION OF OFFERORS AND PREPARATION FOR NEGOTIATION

- I. Selection shall be made of two or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors included in the Request for Proposal. Negotiations shall be conducted with each of the offerors so selected. Should the evaluation committee determine in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
- II. Each selected offeror's proposal is then discussed in detail by the committee to determine a plan highlighting the areas of negotiation.

STEP 210 - SCHEDULE INTERVIEWS AND CONDUCT NEGOTIATIONS

- I. Contact each selected offeror and schedule interviews.
- II. Negotiations are then conducted in accordance with the negotiation plan developed in Step 11. Care should be taken to assure that information contained in other proposals is not divulged. Multiple negotiation sessions may be required.
- III. Obtain in writing, from each offeror with whom negotiations have been held, confirmation of any changes to their proposals that were agreed to during negotiations. Documentation of the negotiating sessions will be made a part of the file.
- IV. The decision to award is based on the final negotiated proposals in accordance with the evaluation criteria in the RFP and must be documented in the procurement file.

- V. If reference checks or any tests or inspections are required, proceed as follows:
- A. The evaluation committee must contact the references for each offeror.
 - B. A written questionnaire identifying the reference and questions asked should be developed. A brief summary of the answers is recorded on the form and becomes part of the file.
 - C. If equipment is required by the RFP, a demonstration test is permissible.
 - D. On-site inspection of an offeror's facilities by the evaluation committee is permissible for the purpose of verifying facts presented in the proposal. Arrangements for on site tests and inspections should be coordinated with the offeror(s) by the purchasing officer.

STEP ~~1041~~ - INSURANCE REQUIREMENTS

The County shall request that an insurance certificate be issued prior to the work commencing.

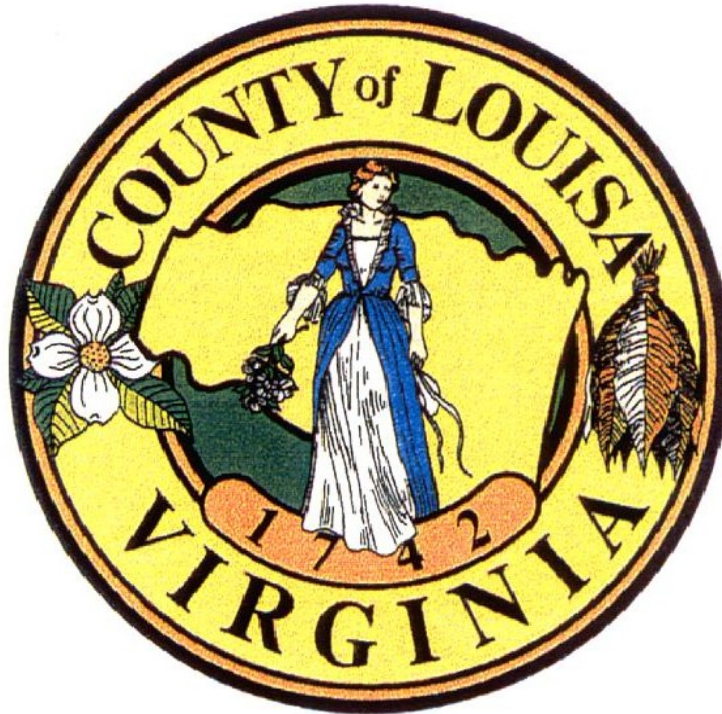
STEP ~~1142~~ - AWARD CONTRACT

Prepare and issue denial letters (see Annex 5-F) to appropriate parties. Prepare the letter agreement (see Annex 5-G) and contract documents and resolution (see Annex 5-H) for the Board Packet. Prepare folder for contract documents and staple in contract review form (see Annex 4-K).

STEP ~~1243~~ - POST AWARD

Once the contract documents have been approved by the Board, issue the contract documents to the vendor. Post the award information on the County's website. Once the contract documents are received back from the vendor, follow the procedures on the contract review form. [Once the contract documents have been finalized, post the Notice of Award on eVA.](#)

Annex 5-B
SAMPLE RFP



COUNTY OF LOUISA, VIRGINIA
REQUEST FOR PROPOSAL (RFP)
FOR
BENEFIT CONSULTING SERVICES

RFP# HR-11-01

JUNE 15, 2011

**REQUEST FOR PROPOSAL
(RFP)**

Issue Date: Wednesday, June 15, 2011

RFP# HR-11-01

Title: Benefit Consulting Services

Issuing Agency:

County of Louisa, Virginia

Attn: Sam Massie

PO Box 160

Louisa, VA 23093

Location Where Work Will Be Performed:

County of Louisa, Virginia

Period of Contract: From July 15, 2011

Through July 14, 2012

Renewable: Two (2) successive one (1) year terms upon mutual agreement

Proposals Will Be Received Until: Friday, July 1, 2011, by 2:00 p.m., local time prevailing

Direct All Inquiries for Information To:

Sam Massie, Purchasing Officer

Post Office Box 160

1 Woolfolk Avenue

Louisa, VA 23093

(540) 967-3499

smassie@louisa.org

IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, DELIVER TO:

County of Louisa

Louisa County Administration Building

Attn: Sam Massie

Finance Department, 2nd Floor

1 Woolfolk Avenue

Louisa, Virginia 23093

(540) 967-3404

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

REQUEST FOR PROPOSAL TITLE PAGE

REQUEST NUMBER: HR-11-01 **ISSUE DATE:** 06/15/11

TITLE: BENEFIT CONSULTING SERVICES

In compliance with this Request for Proposal and to all the conditions imposed herein, by signing below, Offeror:

- (1) Offers and agrees to furnish the goods/services in accordance with the attached signed proposal;
- (2) Agrees that upon Louisa County's written acceptance of Offeror's response to the Request for Proposal, a valid and binding contract for services exists between Offeror and Louisa County;
- (3) Agrees that the Contract Documents will consist of, and *only* of, the Request for Proposal, the County of Louisa, Virginia Standard Terms and Conditions and Offeror's response to the Request for Proposal;
- (4) Certifies and warrants that the individual signing on Offeror's behalf is authorized to bind the Offeror in any and all contractual matters relating to this Request for Proposal;
- (5) Certifies and warrants that neither Offeror, nor the individual signing on Offeror's behalf, has any business or personal relationships with any other persons, including Louisa County employees, or companies that are in conflict with the Commonwealth of Virginia's Conflict of Interest Act, or the County of Louisa, Virginia Standard Terms and Conditions; and,
- (6) Certifies and warrants that the Offeror is properly licensed for providing the goods/services specified in the Request for Proposal and has the appropriate License or Certificate and classification(s) required to perform the work included in the scope of the proposal documents, prior to submitting the proposal, in accordance with Title 54.1, Chapter 11 of the Code of Virginia. If an Offeror shall fail to obtain the required license prior to submission of his proposal, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his proposal will not be considered.

Sign in ink and type or print requested information.

Legal Name and Address of Firm:

FEI/FIN/SSN: _____
Fax Number: _____
E-mail Address: _____

Date: _____
By: _____
(Signature)
Name: _____
(Please Print)
Title: _____
Telephone Number: _____

Please provide the following if applicable to this RFP:

Virginia Contractor License # _____ SCC ID # _____

Offeror shall ascertain prior to submitting a response that all Addenda issued have been received and shall **acknowledge receipt and inclusion of all Addenda here:**

Addendum #: _____ Date Issued: _____
Addendum #: _____ Date Issued: _____
Addendum #: _____ Date Issued: _____

Information the Offeror deems Proprietary is included in this response in the separate section of the proposal identified immediately below.

This Title Page MUST be Submitted as Part of your Proposal

TABLE OF CONTENTS FOR RFP # HR-11-01

	<u>PAGE</u>
I. <u>PURPOSE</u>	5
II. <u>STATEMENT OF NEEDS/SCOPE OF SERVICES</u>	5
III. <u>OFFEROR'S INSTRUCTION</u>	6
IV. <u>PROPOSAL EVALUATION PROCESS</u>	9
V. <u>PROPOSAL EVALUATION CRITERIA</u>	9
VI. <u>COUNTY OF LOUISA STANDARD TERMS AND CONDITIONS</u>	11

I. PURPOSE:

The County of Louisa and the Louisa County Public Schools invite qualified firms to provide proposals for benefit consulting services to include assistance with benefit design, bidding and evaluation, contract negotiation, on-going evaluation and plan modification, compliance and reform education and maintenance, and other services required to obtain and maintain a competitive benefits program.

The County currently provides a comprehensive Health and Welfare Benefits Program for its employees including the following plans: health, prescription drug, dental, vision, sick leave, personal leave, vacation leave, holiday leave, and bereavement leave.

The County seeks a benefit plan that can be adjusted annually based on experience as well as one that can easily adapt to the changes market conditions and regulation and is, therefore, interested in a firm capable of taking a creative, innovative approach to the rising costs of health care and employee benefits, while maintaining fiscal responsibility.

The County of Louisa reserves the right to award to more than one Offeror.

Louisa County will select the firm(s) who they determine most closely satisfies the needs of the County. There is no requirement for acceptance of the lowest cost of service offered, and specific requirements may be waived or amended at the discretion of the County.

II. STATEMENT OF NEEDS/ SCOPE OF SERVICES:

The successful Offeror shall provide services including, but not necessarily limited to, the following:

- A. Provide benefits information to enable the County to make effective decisions in developing an overall Employee Benefits Program that is comprehensive and meets established objectives with respect to cost and competitiveness with the goal of attracting and retaining employees.
- B. Recommend alternative Benefit Plans designs, delivery systems, funding and communication methods as dictated by environmental / regulatory changes and emerging technologies.
- C. Provide information on health benefits issues, trends, possible new benefits, and proposed or new legislation.
- D. Track and report progress of Benefit Plans on a quarterly basis, coordinating with benefit providers to obtain relevant performance data. Provide analysis of Benefit Plan performance (i.e. Health Care Plan -- Premiums vs. Claims).
- E. Review the County Employee Benefits Program on a continuing basis to ensure that the Plans are in compliance with government regulations.
- F. Provide, upon request, consultation and guidance with respect to all Benefit Plans
- G. Provide consultation and guidance with respect to governmental mandates such as PPACA, FMLA, COBRA, HIPAA, ADA, USERRA etc.
- H. Advise and assist the County with required Benefit Plan communications to employees annually, during benefits enrollment and as regulatory changes occur.
- I. Advise and assist the County as necessary or requested in developing, implementing and conducting the annual Benefit Sign up.
- J. Assist with resolution of specific claims when requested by the County.
- K. Provide estimates of renewal rates and assist County staff in preparation of budget and expenditure projections for benefits.
- L. Evaluate appropriateness of alternative financing mechanisms such as employee contributions and conventional insurance. Recommend and assist in structuring various retention levels, stop-loss limits, etc.

- M. Assist in drafting, reviewing, issuing and evaluating requests for proposals (includes identification of appropriate markets)
- N. Assist and advise the County in contract negotiations/renewals (includes review for accuracy of coverage, compliance, terms and conditions).
- O. Analyze vendors' proposals and provide a written assessment based upon the County's selection criteria and timeframe.
- P. Work in coordination with the County to acquire needed insurance policies, contracts, clarifications, execution of documents, other required documents, and services, as needed during the County's RFP process and/or at anytime during the contract period.

IV. **OFFEROR'S INSTRUCTION:**

A. **PROPOSAL PREPARATION:**

1. *PRE-Proposal meeting required? MANDATORY or OPTIONAL? CUT-OFF TIME?*
2. Offerors may submit any questions or requests for additional information regarding the project in written format by (*DATE*). All questions shall be directed to Sam Massie at smassie@louisa.org or via fax at (540) 967-3439. A formal clarification will be sent out in writing on (*DATE*), to all known potential proposers.
3. The Offeror must submit a proposal, which demonstrates and provides evidence that the Offeror has the capabilities, professional expertise, and experience to provide the necessary services as described in this RFP. The Offeror shall ensure that all information required herein is submitted with the proposal. All information provided should be verifiable by documentation requested by the County of Louisa. Failure to provide all information, inaccuracy or misstatement may be sufficient cause for rejection of the proposal or rescission of an award. **Each copy of the proposal should be bound with all documentation in a single volume where practical.**

Responses must, in any event, contain the following information and be organized into separate chapters and sections using the format described below in order to provide each firm an equal opportunity for consideration.

d. Project Methodology

- i. Offeror's philosophy, understanding of the County's requirements and environment
- ii. Offeror's local market knowledge
- iii. Analytical tools and benchmarks used to evaluate carriers and plan designs
- iv. Analytical tools used to evaluate performance, manage trends, assess employee contribution alternatives, etc.
- v. Methods used to analyze claim experience and make recommendations on changes
- vi. Methods used, and the firm's ability, to manage a 3-5 year benefits planning horizon
- vii. Methods used to illustrate the highest valued opportunity for benefit design and carrier choices on an annual basis
- viii. Techniques and procedures your firm uses to assist in identifying current and anticipated new exposures to loss, including impact of Medicare benefits
- ix. Method used to monitor group-specific and market health care cost trends routinely and how cost reporting supports benefit design evaluation
- x. Experience and/or creative ideas on dealing with carriers on the specific issues such as carrier interest in employee vs. employer contribution to premium, potential for self-funding, benefit design, eligibility policies, participation levels etc.

- e. Experience of the Offeror
 - i. Include a statement of the Offeror's experience in providing the services stated in the Statement of Needs/Scope of Services with an emphasis on public sector experience.
 - f. Experience of the Project Team
 - i. Provide the name of the key contact for the County contract and list other key professional staff to be assigned work under the contract, describe their experience as project team members and attach resumes describing their qualifications including credentials, experience, responsibilities, and specifically, work on similar engagements of similar size and scope, with an emphasis on public sector experience.
 - d. References
 - i. Provide at least three (3) references of clients of similar size, scope and environment for whom similar services have been provided and dates the service was provided. Include client name, address, telephone number, description of type of services performed, and person the County may contact.
 - e. Cost of Services
 - i. Provide a detailed cost proposal. Identify the total compensation package for services rendered and how it will be derived.
2. Proposals shall be signed by the authorized representative of the Offeror.
 3. Proposals should be prepared simply and economically, providing a straightforward, concise, detailed description of capabilities to satisfy the requirements of the RFP.
 4. All expenses for making proposals to the County shall be incurred by the Offeror.
 5. Offeror must be authorized to transact business in Virginia as a domestic or foreign business entity as required by the State Corporation Commission, if such is required by law. Such status shall be maintained during the term of a contract. A contract entered into by a business in violation of the requirements is voidable at the option of the public body.
 6. Offerors are reminded that changes to the RFP, in the form of addenda, are often issued between the issue date and within 5 days of the due date of the solicitation. All addenda must be acknowledged on the RFP Title Page. Notice of addenda will be posted on eVA and on the County of Louisa procurement page www.louisacounty.com/procurement. It is the offeror's responsibility to monitor the webpage for the most current addenda.

B. PROPOSAL SUBMISSION: The following documents must be received in our office via hard copy AND electronic copy (emails are not permissible – please send an electronic version such as a CD or flash drive with your hard copy) no later than the closing date and time stated below (Note: a hard copy and electronic copy must both be received by the closing date. If one or the other is not received, your proposal will be deemed late and not be considered): (DELETE ITEMS NOT NECESSARY)

If submitting through eVA, the Virginia e-procurement website, only an electronic copy is required.

The following documents must be received in our office via hard copy no later than the closing date and time stated below:

1. Your original proposal, along with five (5) additional copies. If applicable, please also include a redacted copy which does not include trade secrets or proprietary information.
2. Signed original of the completed Request for Proposal Title Page

3. Signed Appendix A "County of Louisa, Virginia Standard Terms and Conditions."
4. A list of Offerors proposed staffing to provide services; including primary and back up assignments. Include resumes and credentials for the personnel to be assigned to this service contract. The personnel named in the proposal shall remain assigned to the project throughout the period of the service contract. No replacement may be made without submission of a resume and credentials for approval by the County. A background investigation for the replacement will be required.
5. A list of client references of similar service contracts, including at least three (3) customers. These references must include name, address, and telephone number.
- 5.6. If substitutions are made to specific component items identified in this RFP, the Offeror shall clearly indicate exception being taken. Exceptions to the proposal must be clearly identified, and reasons for the exception clearly stated. Information concerning the items substituted must present clear evidence that the component specified is improper or unnecessary for the intended use, and/or the substituted component is equal or better than that specified by the County.
- 6.7. A certificate of insurance for all required coverages endorsing the County of Louisa to the insurance policy as an additional insured.
- 7.8. A copy of any applicable Federal, State, or Local license required to legally perform the service, or sell the goods specified in the RFP shall be attached to the proposal.
9. A clear statement of analysis (IE; food value, chemical composition, breaking strength, etc.).
10. If submitting electronically through eVA, One (1) electronic document in WORD format or searchable PDF of the entire proposal as one document, INCLUDING ALL ATTACHMENTS must be uploaded through the eVA online submission portal.
11. Should the proposal contain proprietary information, provide one (1) redacted electronic copy of the proposal and attachments with proprietary portions removed or blacked out. This redacted copy should follow the same upload procedures as described on item III. B. of this RFP. This redacted copy should be clearly marked "Redacted Copy" within the name of the document. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable. Louisa County shall not be responsible for the Contractor's failure to exclude proprietary information from this redacted copy.

The RFP number and closing date must be clearly marked on the outside of the envelope. Each sealed envelope containing a Proposal must be plainly marked on the outside as follows:

1. Title of Solicitation
2. RFP# XX-XX-XX
3. Name of the Proposer
4. Address of the Proposer
5. Due Date and Time: XX/XX/XX @ 3:30 p.m.
6. A Statement reading "This container is not to be opened prior to the Due Date and Time."

Should any Proposal be received which is not so identified, the proposer assumes the risk that the submission will be opened prior to the Proposal Due Date. Proposals so opened shall be disqualified.

This solicitation will close on Friday, July 1, 2011, at 2:00 p.m., local time prevailing.

Return the proposal to:

Mail to: (US Mail)
County of Louisa
PO Box 160
Louisa, VA 23093
Attn: Sam Massie

or Hand Delivery (FEDEX, UPS, etc.)
County of Louisa
Louisa County Administration Building
Finance Department, 2nd Floor
1 Woolfolk Avenue

- C. **SUBMISSION OF PROPRIETARY INFORMATION:** All information submitted to the County in response to this solicitation will constitute public information and will be available to the public for inspection upon request pursuant to the Virginia Freedom of Information Act (FOIA).

Pursuant to Virginia Code Section 2.2-4342 and County of Louisa Code Section 60-24, a Bidder/Offeror may request an exception to disclosure for trade secrets or proprietary information as such is defined under Virginia Code Section 59.1-336, part of the Uniform Trade Secrets Act.

In order to claim this exemption, the Bidder/Offeror shall perform ALL of the following: (i) include a written request indicating Bidder/Offeror's desire to invoke the protections of Virginia Code Section 2.2-4342 with submitted proposal materials/data; (ii) specifically identify the data or other materials to be protected by clearly labeling each page containing applicable data as PROPRIETARY; and (iii) to the County's satisfaction, articulate the rationale for why protection for the particular data or materials is necessary. The classification of an entire bid or proposal document, line item prices and/or total bid or proposal prices as proprietary or trade secrets is not acceptable.

Without waiving sovereign immunity or any other available defenses, the County asserts that failure to meet all of these requirements will result in the data or materials being open for inspection in response to a valid inquiry under FOIA and will serve to waive any right of the Bidder/Offeror to assert a claim against the County for disclosure of trade secrets or proprietary information.

Proposer/Offeror shall be responsible for intervening and defending, at its expense, any demands made upon the County by third parties for production of any such items.

- D. **RECEIPT OF PROPOSALS/LATE PROPOSALS:** It is the Offerors responsibility to ensure that his/her proposal is received prior to or at the specific time and the place designated in the solicitation. **Proposals received after the date and time specified shall not be considered.**

Proposals shall be addressed as indicated in the Advertisement for Proposals and shall be delivered, enclosed in a sealed envelope, marked "Proposal" and bearing the title of the work, name of the offeror, and the contractor's license number of the offeror. Offerors shall clearly mark on the outside of the bid envelope which contract(s) they are bidding.

No responsibility will be attached to any County personnel for the premature opening of a proposal not properly addressed and identified on the outside of a sealed envelope.

E. **COOPERATIVE PROCUREMENT:**

1. This procurement is being conducted on behalf of Louisa County, Virginia and other public bodies in accordance with the provisions of §2.2-4304 of the Virginia Public Procurement Act and §60-5.1 of the Louisa County Code.
2. If approved by the Contractor, the contract resulting from this procurement may be used by other public bodies to purchase at contract prices and in accordance with the contract terms. The Contractor shall deal directly with any public body it approves to use the contract.
3. With the approval of the Contractor, any public body using the resultant contract has the option of executing a separate contract with the Contractor to add terms and conditions required by statute, ordinances, or regulations, or to remove terms and conditions which conflict with its governing statutes, ordinances, or regulations. If, when preparing such a contract, the general terms and conditions of a public body are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that public body.
4. The County of Louisa, its officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall the County, its officials or staff be responsible for any costs, damages or injury resulting to any party from use of a Louisa County contract.

5. It is the Contractors responsibility to notify other public body(s) of the availability of the contract(s).

IV. PROPOSAL EVALUATION PROCESS:

The County of Louisa shall appoint a Selection Committee to review and evaluate all proposals submitted by Offerors responding to this RFP. The proposals will be evaluated and ranked based on the Evaluation Criteria listed in Section V. The County of Louisa may ask top ranked Offerors to attend a presentation discussion as part of the evaluation process. Firms invited to the discussion should be prepared to have general discussions on non-binding estimates of cost to provide requested services. At the conclusion of the evaluation process, the County will select one or more firms with whom final negotiations will be conducted in an effort to obtain a contract.

V. PROPOSAL EVALUATION CRITERIA

The respondents will be evaluated on the following criteria:

1. [XX Points] Understanding of the objectives and approach as evidenced by the proposal.
2. [XX Points] The methods, technical ability, capacity, and flexibility of the Offeror to perform the contract, including proposed methods to be used in evaluating health insurance carriers and ability to provide advice and assistance in controlling costs.
3. [XX Points] Capability and experience of the project staff including experience with similar work and as evidenced by submission of resumes of personnel to be assigned to this job.
4. [XX Points] References of former clients
5. [XX Points] Cost

The County reserves the right to evaluate any sources of information available.

The selection process shall be governed by and completed in accordance with the Louisa County Procurement Ordinance. If any provision of this Request for Proposal shall be found to be inconsistent or in conflict with such policy, the terms of the ordinance shall govern.

The County of Louisa reserves the right to reject any or all proposals.

VI. COUNTY OF LOUISA STANDARD TERMS AND CONDITIONS

See Appendix A. Louisa County does not accept changes to the County of Louisa, Virginia Standard Terms and Conditions, and any attempt by the Offeror to make such changes is in itself reason for a proposal to be declared as non-responsive to the RFP and rejected by the County.

DO'S AND DON'TS OF NEGOTIATION

DO

- Develop your own technique for negotiation.
- Be well prepared.
- Identify each point to be negotiated.
- Establish parameters of discussion for each point.
- Identify important issues first and consider appropriate points in time for their negotiation.
- Try to settle one point before moving to the next.
- Discuss budget limitations, policy and restrictions related to the program.
- Be prepared to discuss alternatives.
- Negotiate on an even basis. If the vendor has legal or technical support, bring your qualified counterparts.
- Avoid arguments.
- Avoid interruption.
- Avoid quick deals.
- Be ethical, fair and firm.
- Control the negotiation session.
- Attempt to reach a WIN-WIN result e.g., both parties at the conclusion of the negotiation believe they have reached a satisfactory contract.

DON'T

- Underestimate the ability of the vendor.
- Disclose the specific contents of other proposals.
- Negotiate areas beyond the scope of the RFP.
- Make a concession without obtaining a concession.
- Accept the first no.
- Be unreasonable or unfair.
- Negotiate to the point that the price is no longer fair and reasonable.

Annex 5-D

Proposal Evaluation Scoring Sheet

RFP #

Company Name:

0=Missing

1=Poor

2=Fair

3=Good 4=Above Average

5=Perfect

Grade	Evaluation Criteria	Score
/5		
/5		
/5		
/5		
/5		
/5		
/5		
/5		
/5		
/5		

Annex 5-E

SAMPLE EVALUATION SUMMARY

**COUNTY OF LOUISA**
Finance Department*MEMORANDUM*

TO: File

FROM: Sam Massie, Procurement

DATE: September 15, 2010

RE: Landfill Site Compliance and Regulatory Corrective Work

The Selection Committee, which consisted of Sam Massie, Purchasing Officer; Kevin Linhares, Director of General Services; and Robert Carter, Solid Waste Coordinator, met on Monday, September 13, 2010, to discuss proposals submitted for RFP# GS-11-04 by the following proposers.

- Company A
- Company B
- Company C
- Company D
- Company E
- Company F
- Company G

The Selection Committee discussed the needs for the County and the strengths and weaknesses of each proposer, including, but not limited to, completeness of the proposal, specific qualifications and experience of the proposer, proposed sequencing plan, and pricing of the project.

After thorough discussions, the Selection Committee came to consensus that the following firms were not suited to meet the needs of Louisa County for the following reasons.

- Company A. - Did not include specific qualifications, experience, or a sequencing plan in their proposal.
- Company B. - Did not include specific qualifications or experience in their proposal.
- Company C - The pricing submitted for the project was significantly over projected costs. Proposer submitted numerous exclusions in the proposal.
- Company E - Did not include specific experience in their proposal. The pricing submitted for the project was significantly over projected costs.
- Company G - Submitted a great proposal; however, there are two other contractors just as qualified, but with significantly lower prices.

Therefore, the County will ask Company A and Company G to come in for interviews for the selection committee to further evaluate. Both contractors are fully qualified and have a great deal of experience with Landfills. Both contractors also submitted decent pricing proposals.



COUNTY OF LOUISA

Finance Department

MEMORANDUM

TO: File

FROM: Sam Massie, Procurement

DATE: September 15, 2010

RE: Landfill Site Compliance and Regulatory Corrective Work

The selection committee conducted negotiations with Company A and Company G on Wednesday, September 15, 2010.

Initially, the County requested a 30 day completion period based on concerns over compliance with DEQ regulations. The selection committee requested that each contractor give a price for a 30 days completion schedule and a 60 day completion schedule in order to have both contractors on a level playing field. In concurrence with DEQ, the selection committee decided to go with a 60 days schedule, which provides for substantial cost savings and eliminates delays due to indigenous weather conditions.

Both contractors have significant experience with Landfills and met all qualifications needed for this project. Overall, both contractors have very similar construction sequencing plans and agreed to complete the work in a 60 day timeframe. In it's opinion, the selection committee thought Company A exhibited the most confidence that they could complete this project within the said timeframe without any issues. Company A also provided a cost that was \$1,058 cheaper than Company G for a 60 day completion period. Based on the opinions of the selection committee and the negotiated prices from each contractor, the selection committee is recommending to the Board that Company A be awarded a contract for the work.

SAMPLE RFP DENIAL LETTER



COUNTY OF LOUISA
Finance Department

September 21, 2010

Company G
Attn: Jimmy John
4314 Leakesville Road
Luray, VA 22835

RE: Request for Proposal #GS-11-04
Landfill Site Compliance and Regulatory Corrective Work

Dear Ms. Burner:

On behalf of the County of Louisa, I would like to extend our appreciation to you and your firm for your interest in our Landfill Site Compliance and Regulatory Corrective Work Request for Proposal. The selection process was difficult, as we had highly competent and skilled offerors from which to choose. The County has chosen to award a contract to Company A.

We hope that you will continue to participate on future RFP's that the County of Louisa may release. Again, thank you for your time and obvious effort applied to this Request for Proposal. Your interest in doing business with the County is genuinely appreciated.

Sincerely,

Sam Massie
Purchasing Officer

Annex 5-G

SAMPLE RFP LETTER AGREEMENT



COUNTY OF LOUISA
Finance Department

September 20, 2010

Company A
Attn: John Smith
650 25th Street, N.W., Suite 100
Cleveland, TN 37311

Re: Letter Agreement for Landfill Site Compliance and Regulatory Corrective Work

Dear Mr. Smith:

I wish to congratulate you on being the successful proposer on RFP# GS-11-04 for Landfill Site Compliance and Regulatory Corrective Work (the "Services"). This contract is effective for 60 days from the date of award. The total cost for providing these services is \$196,500.

The contract for the Services consists of the following documents (collectively the "Contract Documents"):

- 5) This Letter Agreement;
- 6) Request for Proposal dated August 25, 2010;
- 7) Appendix A – County of Louisa, Virginia Master Contract General Conditions Agreement; and
- 8) Your response to the Request for Proposal.

By signing this Letter Agreement, Company A agrees that (i) the Contract Documents govern the relationship between the County and Company A (ii) the Contract Documents govern any and all matters related to the Services performed and (iii) no modification to the Contract Documents will be binding on the County unless such modification is made in writing and signed by a County representative in accordance with all applicable Federal, State and Local laws, including procurement laws.

Please find enclosed two (2) copies of the Contract Documents between Company A and the County of Louisa, Virginia. Please acknowledge by your signature on Page 2, the receipt of a complete set of the Contract Documents, and return both signed copies to my attention at the address listed below. I will forward you a copy of the Contract Documents once signed by the County.

County of Louisa
Attn: Sam Massie
PO Box 160
Louisa, VA 23093

We look forward to doing business with you. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

Sam Massie

Purchasing Officer

I agree to the terms of this Letter Agreement, and acknowledge receipt of a complete set of the Contract Documents.

CONTRACTOR:

Company: _____

Signature: _____

Printed Name: _____

Title: _____ Date: _____

County Of Louisa
PO Box 160
Louisa, Virginia 23093

By: _____

Name: Christian R. Goodwin

Title: County Administrator

DRAFT

Annex 5-H

SAMPLE RFP RESOLUTION FOR BOARD PACKET TO AWARD CONTRACT

A RESOLUTION TO APPROVE AND AWARD A CONTRACT FOR SELF-CONTAINED BREATHING APPARATUS

WHEREAS, Request for Proposal #ES-11-03 was issued on July 1, 2011 in order to solicit proposals from qualified vendors for self-contained breathing apparatus (SCBA) in order to replace the entire complement of SCBA units and associated support equipment throughout the County; and

WHEREAS, this solicitation was advertised in the July 2, 2011 edition of The Richmond Times Dispatch, on the County's website, in the Louisa County Office Building, and was sent to three (3) vendors; and

WHEREAS, proposals were due by 2:00 p.m. on Wednesday, July 13, 2011 at the Louisa County Administration Building; and

WHEREAS, three (3) proposals were received; and

WHEREAS, after interviews and negotiations with each vendor, it was the consensus of the Selection Committee that awarding a contract for Mine Safety Appliances (MSA) equipment to Fire Protection Equipment Company appears to be the course of action most beneficial to efficient, effective, and economical completion of this replacement project and fulfilling the needs of Louisa County and its Volunteer Agencies; and

WHEREAS, the County has been awarded a grant under the Fiscal Year 2010 Assistance to Firefighters Program of \$783,852, which is to provide for the purchase of 166 SCBA-45 minutes with face piece with extra bottle at a 90 percent (90%) funding level with a 10 percent (10 %) match of local dollars.

NOW, THEREFORE, BE IT RESOLVED, on this 6th day of September 2011, that the Louisa County Board of Supervisors hereby authorizes the County Administrator to enter into a contract with Fire Protection Equipment Company in the amount of \$661,178 for self-contained breathing apparatus on behalf of the County of Louisa so long as such contract is the unchanged contract issued with the Request for Proposal, and only after the County Attorney for Louisa County, Virginia approves such contract as to form.

CHAPTER 6

SOLE SOURCE PROCUREMENT

In this Chapter look for . . .

- 6. Definition
- 6.1 Approval for Sole Source Procurements
- 6.2 Negotiating a Contract
- 6.3 Posting Requirements

Annexes

- 6-A Sole Source Checklist
- 6-B Sole Source Approval Request Form
- 6-C Notice of Sole Source Award

- 6. **Definition.** A sole source procurement is authorized when there is only one source practicably available for the goods or services required. Competition is not available in a sole source situation; thus distinguishing it from a proprietary purchase where the product required is restricted to the manufacturer(s) stipulated, but is sold through distributors and competition between them can be obtained. Sole source justification based solely on a single vendor's capability to deliver in the least amount of time is not appropriate since availability alone is not a valid basis for determining a sole source procurement. Note: For sole source requirements exceeding \$5,000, a written quotation must be obtained from the vendor.
- 6.1 **Approval for Sole Source Procurements.** All sole source procurements must be approved in advance by the purchasing officer. The written determination, using the Sole Source Procurement Approval Request form in Annex 6-B, documenting that there is only one source practicably available for that which is to be procured, must be included in the procurement file.
- 6.2 **Negotiating a Contract.** Upon satisfying the requirements of paragraph 6.1 above, a contract shall be negotiated and awarded without competitive sealed bidding or competitive negotiation.
- 6.3 **Posting Requirements.** For sole source procurements over \$30,000, award notices must be posted in a designated public area or published in a newspaper of general circulation on the day the county awards or announces its decision to award the contract, whichever occurs first. Public notice may also be published on the county's website and other appropriate websites. The form in Annex 6-C should be used for posting requirements. Award notices must state that only one source was determined to be practicably available and must also state that which is being procured, the contractor selected, and the date on which the contract was or will be awarded.

Annex 6-A

SOLE SOURCE CHECKLIST

- _____ 1. Written determination using the Sole Source Procurement Approval Request form in Annex 6-B.
- _____ 2. Noncompetitive negotiation shall be conducted.
- _____ 3. Sole source notice of award posted for purchases over \$30,000.
- _____ 4. PO or contract issued.

DRAFT

Annex 6-B

Sole Source Procurement Approval Request

All requests for sole source purchases must meet the criteria established by the *County of Louisa Procurement Policy Manual*. It is the policy of the County that contracts be awarded on a competitive basis and that the use of a sole source procurement must be limited to those instances where only one source is practicably available. The purchasing officer must review and approve all requests before issuance of any contract or purchase order.

Description _____

1. Explain why this is the only product or service that can meet the needs of the purchasing agency.
2. Explain why this vendor is the only practicably available source from which to obtain this product or service.
3. Explain why the price is considered reasonable.
4. Describe the efforts that were made to conduct a noncompetitive negotiation to get the best possible price for the taxpayers.

Date _____ Total Amount of Sole Source \$ _____

Department Name: _____

Department Head Signature: _____

Purchasing Office

- ☐ **Approved**
- ☐ **Disapproved**
- ☐ **More information needed (specify and return to agency)**

Signature _____ Date _____

Note: This form must be filed with the contract/purchase order.

DRAFT



COUNTY OF LOUISA
Finance Department

NOTICE OF SOLE SOURCE AWARD

DATE: _____

COMMODITY: _____

P. O. NUMBER: _____

CONTRACTOR(S)/VENDOR(S): _____

**IT HAS BEEN DETERMINED THAT ONLY ONE SOURCE IS
PRACTICABLY AVAILABLE FOR THE COMMODITY LISTED
ABOVE.**

RECORDS FOR THIS PROCUREMENT ARE NOW AVAILABLE FOR INSPECTION.

PURCHASING OFFICER: _____

NAME TYPED OR PRINTED: _____

CHAPTER 7

EMERGENCY PROCUREMENT

In this Chapter look for . . .

- 7. General
- 7.1 Emergency Procurements
- 7.2 Award of Emergency Procurements
- 7.3 Documentation
- 7.4 Emergency Planning

Annexes

- 7-A Notice of Emergency Award

- 7. **General.** An emergency is an occurrence of a serious and urgent nature that demands immediate action. Emergency procedures may be used to purchase only that which is necessary to cover the requirements of the emergency. Subsequent requirements shall be obtained using normal purchasing procedures. The potential loss of funds at the end of a fiscal year is not considered an emergency.
- 7.1 **Emergency Procurements.** In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. This does not relieve the Department from negotiating a fair and reasonable price and subsequently documenting the procurement action.
- 7.2 **Award of Emergency Procurements.** The Department must prepare a confirming purchase order, as soon as practicable, after directing the contractor to proceed. Care should be taken to include in detail any agreements, including price, that were made orally with the contractor.
- 7.3 **Documentation.**
 - a. **Written Determination.** Prepare a written determination indicating the nature of the emergency, the reason for selection of the particular contractor and include such determination with the file.
 - b. **Posting Requirements.** Issue, post and/or publish required written notice. For emergency procurements over \$30,000, notices must state that the procurement has been declared an emergency and must also state that which is being procured, the contractor selected, and the date on which the contract was or will be awarded, and be posted in a designated public area or published in a newspaper of general circulation on the day the county awards or announces its decision to award the contract, whichever occurs first, or as soon thereafter as is practicable. Public notice may also be published on the county's website and other appropriate websites. See Annex 7-A for the proper form for internal posting, if desired.
- 7.4 **Emergency Planning.** In many cases, procurement planning can reduce the need for using emergency procedures. Departments should prepare and keep current a list of local sources of goods and services that might be needed in an emergency. Information on rates and charges should be established and agreed upon in advance.



COUNTY OF LOUISA
Finance Department

NOTICE OF EMERGENCY AWARD

DATE: _____

COMMODITY: _____

P. O. NUMBER: _____

CONTRACTOR(S)/VENDOR(S): _____

THIS CONTRACTOR(S)/VENDOR(S) WAS SELECTED BECAUSE:

THE NATURE OF THE EMERGENCY:

RECORDS FOR THIS PROCUREMENT ARE NOW AVAILABLE FOR INSPECTION.

PURCHASING OFFICER: _____

NAME TYPED OR PRINTED: _____

CHAPTER 8

CONTRACT ADMINISTRATION

In this Chapter look for...

- 8. General
- 8.1 Procurement Records
- 8.2 Delivery of Goods
- 8.3 Inspection
- 8.4 Acceptance
- 8.5 Rejection
- 8.6 Lost or Damaged Shipments
- 8.7 Payment and Invoice Processing
- 8.8 Modifications and Change Orders
- 8.9 Contract Renewal and Extension
- 8.10 Default
- 8.11 Vendor Performance Complaints
- 8.12 Notice to Cure
- 8.13 Termination for Default and Reprocurement Costs

Annexes

- 8-A Sample Cure Letter
- 8-B Sample Default Letter
- 8-C Sample Request for Payment Letter

- 8. **General.** Contract administration begins after award of the contract. Its purpose is to assure that the contractor's and agency's total performance is in accordance with the terms and conditions of the contractual agreement. The integrity of the public purchasing system demands that goods or services be furnished, received, invoiced and paid as specified in the contract. Contract administration includes all actions taken by the County relative to a specific contract after the award is made. Planning and proactive management of a contract are crucial to effective contract administration.
- 8.1 **Procurement Records.** A complete file should be maintained for each purchase transaction, containing all the information necessary to understand the why, who, what, when, where and how of the transaction. Generally, records are open to the public in accordance with the *Virginia Freedom of Information Act* and should be made available for review after the award has been made.
- 8.2 **Delivery of Goods.** The basic policy of the County is to request bids for goods F.O.B. Destination, which means the quoted price includes shipping costs. Delivery instructions should be made clear in the award documents specifying any conditions or issues impacting delivery. Delivery must be made by the date or period specified in the contract or the contractor will be considered to be in default.
- 8.3 **Inspection.** Departments are responsible for inspecting and accepting goods or services purchased. Inspection is the close and critical examination of goods or services delivered to determine conformance with applicable contract requirements or specifications. It includes the determination that:
 - a. Unless otherwise specifically ordered, the delivery consists of new and unused merchandise.

- b. Goods or services of the quality, quantity, grade, or standard specified in the purchase order or contract have been delivered.
 - c. The design, construction, ingredients, size, kind, type, make, color, style, etc., of the commodities conform to the requirements of the purchase order or contract and where applicable, to the manufacturer's published specifications.
 - d. The packaging and labeling, marking, or other means of identification meet specifications. The commodities comply with specification requirements in all essential respects, are in good condition, and delivery has been made in accordance with the terms and conditions of the purchase order or contract.
- 8.4 **Acceptance.** Notification of the acceptance of the delivery should be noted on a receiving document such as a packing slip or copy of the purchase order. Timely and proper payment of invoices requires expedient review and acceptance of the delivery against the terms of the purchase.
- 8.5 **Rejection.** Rejection of goods or services is the responsibility of the receiving Department whenever the goods or services do not meet contract requirements. In the event of a partial or total rejection, the Department should take immediate action to notify the contractor as to the reasons for rejection and to request prompt replacement. When a rejection is made, the purchasing officer should be notified.
- 8.6 **Lost or Damaged Shipments.** It is the Department's responsibility to promptly inspect deliveries for shipping damage at the receiving location. Concealed damage or latent defects should be reported to the carrier and contractor within seven (7) days of receipt and prior to removal from the point of delivery if possible. It is difficult to fix responsibility for deliveries once the Department has moved goods to another location or when the inspection has not been made in a timely manner. If latent defects are found, the contractor is responsible for replacing the defective goods within the delivery time originally stated in the solicitation and is liable for any resulting expenses incurred by the County.
- 8.7 **Payment and Invoice Processing.** To maintain good vendor relationships and a competitive environment, it is imperative that invoices be processed promptly and in accordance with the contract terms. The *Code of Virginia*, § 2.2-4352, requires localities to pay for the completely delivered goods or services by the required payment date. If no payment date has been established by contract, then payment is due not more than 45 days after receipt of a proper invoice, or 45 days after the receipt of the goods or services, whichever is later. When a large purchase requires performance over an extended period of time, Departments should make arrangements to process partial payments upon receipt of evidence indicating that the goods or services have been received.
- 8.8 **Modifications and Change Orders.** Any request for change affecting price, quality, quantity, delivery or cancellation requires a thorough written explanation by the Department prior to approval. A contractor shall not be notified that a change has been approved until that change has been authorized by the Purchasing Officer, Finance Director and County Administrator. All change requests should be evaluated for contract validity and a price reasonableness determination of the change shall be made in writing (see Section 1.4 for change order limits).
- 8.9 **Contract Renewal and Extension.**
- a. **Renewal.** A term contract may contain a renewal clause describing the conditions under which it may be renewed for a stipulated period of time. However, no contract may be renewed and no additional consideration may be paid unless specifically provided for in the original contract. Often indices such as the Consumer Price Index (CPI) or Producer Price Index (PPI) are used as a benchmark in pricing renewal options and assist in determining price reasonableness. Price increases should not be given automatically at renewal. It is the responsibility of the contractor to request a price increase, if desired, up to the amount authorized by the index referenced in the contract. The agency may then negotiate the amount of the increase up to the indexed amount.
 - b. **Extension.** An agency may extend the term of an existing contract for services to allow completion of any work undertaken but not completed during the original term of the contract. No additional consideration exceeding the contracted price may be paid to the contractor. Also, in exceptional or extenuating circumstances a contract may be extended by mutual consent for a limited period of time, not to exceed six (6) months. This action should be taken in writing prior to the expiration of the current contract.

- 8.10 **Default.** A contractor is considered in default if he or she fails to perform in accordance with the terms and conditions of the contract (e.g., late delivery, nonconformance to specifications). The following factors should be considered prior to taking any action:
- a. The specific reasons for such failure.
 - b. The period of time needed to obtain the goods or services from other sources compared to the time delivery or performance could be accomplished by the delinquent contractor.
- 8.11 **Vendor Performance Complaints.** Complaints and/or discrepancies on vendor performance should be reported as they occur. Vendors are required to respond to the County. Failure to respond may result in removal from the Vendors List.
- 8.12 **Notice to Cure.** A Cure letter is used when a contractor has failed to perform or deliver. It provides the contractor a period of time to correct or “cure” the deficiency and places the contractor on notice as to the consequences for failure to take the required corrective action. The notice may be given either orally or in writing advising the contractor that non-delivery or non-conformance is a breach of a contract and, if the deficiency is not corrected within a stated number of days, the County will terminate the contract for default and hold the contractor liable for any excess costs. When the notice to cure is given orally, it should be confirmed in writing (see sample Cure letter, Annex 8-A).
- 8.13 **Termination for Default and Reprocurement Costs.** Upon the expiration of the time period stated in the “Notice to Cure,” if a satisfactory resolution has not been reached, send the contractor a Termination for Default letter and take repurchase action. This letter states that the contract is being terminated for default and that when the County repurchases the goods or services, any additional cost to the County will be billed to the contractor (see sample Default letter, Annex 8-B). Normally repurchase should be by competitive means in order to secure a fair and reasonable price. If the repurchase results in increased costs to the County, a letter shall be sent to the delinquent contractor demanding payment of the excess costs (see sample request for payment letter, Annex 8-C). Until the excess repayment costs have been received, the contractor shall be removed from the Vendors Mailing List. If repayment has not been made by the end of the specified period of time, subsequent collection and debarment action shall be taken.

In some instances a contractor will notify the County that they refuse to or cannot deliver or complete performance on a contract. In those situations, it is not necessary to follow the procedure of using a cure notification. However, documentation shall be made to provide a historical file for future determinations of responsibility, etc.

SAMPLE CURE LETTER



COUNTY OF LOUISA
Finance Department

Date

Contractor's Name and Address

Subject: Notice of Contract Deficiency and Required Action

Dear _____:

You have failed to meet the requirement(s), i.e., *(delivery), (specifications), (performance standards), etc. on P.O. (or Contract) _____ dated _____. You are to satisfy this deficiency within _____ days of the date of this letter or be terminated for default and reprourement action taken. In addition, your firm will no longer be solicited until this matter is satisfactorily resolved.

Sincerely,

Sam Massie
Purchasing Officer

cc: Helen Phillips, County Attorney
Christian Goodwin, County Administrator

Annex 8-B

SAMPLE DEFAULT LETTER



COUNTY OF LOUISA
Finance Department

Date

Contractor's Name and Address

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

Dear _____:

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

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

Sincerely,

Sam Massie
Purchasing Officer

cc: Helen Phillips, County Attorney
Christian Goodwin, County Administrator

Note: If this letter is used, follow up with Request for Payment (Annex 8-C) if additional repurchase costs are incurred.

Annex 8-C

SAMPLE REQUEST FOR PAYMENT LETTER



COUNTY OF LOUISA
Finance Department

Date

Contractor's Name and Address

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

Dear _____:

Reference is made to our letter dated _____, subject: Notice of Termination For Default. The specified * (goods), (services) have been repurchased at an additional cost to the Commonwealth of \$ _____. Your firm is indebted to the Commonwealth in the amount of \$ _____ and is requested to submit a check to this office payable to the County of Louisa. If the payment is not received within 60 days, we will initiate collection action and proceed with a recommendation of debarment.

Sincerely,

Sam Massie
Purchasing Officer

cc: Helen Phillips, County Attorney
Christian Goodwin, County Administrator

CHAPTER 9

APPEALS

In this Chapter look for . . .

- 11. General
- 11.1 Appeals

11. **General.** The *Virginia Public Procurement Act (VPPA)* provides remedies that are available to a vendor in the event of a challenge on a procurement action.
- 11.1 **Appeals.** The County has established an administrative procedure for hearing appeals from refusals to allow withdrawal of bids, appeals from disqualifications, appeals from determinations of nonresponsibility, appeals of denials of protests of award or decision to award a contract, and appeals from decisions on disputes arising during the performance of a contract, or any of these which relate to contracting for services.

- a. **Ineligibility.** Any bidder, offeror, or contractor refused permission to, or disqualified from participation in public contracts shall be notified in writing. Prior to the issuance of a written determination of disqualification or ineligibility, the County shall (i) notify the bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the bidder an opportunity to inspect any documents which relate to the determination, if so requested by the bidder within five business days after receipt of the notice.

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

If the evaluation reveals that the bidder, offeror or contractor should be allowed permission to participate in the public contract, the County shall cancel the proposed disqualification action. If the evaluation reveals that the bidder should be refused permission to participate, or disqualified from participation, in the public contract, the County shall so notify the bidder, offeror or contractor. The notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten days after receipt of the notice by instituting legal action.

- b. **Appeal of Denial of Withdrawal of Bid.** A decision denying withdrawal of bid under the provisions of § 2.2-4330 of the *Code of Virginia* shall be final and conclusive unless the bidder appeals the decision within ten days after receipt of the decision by instituting action as provided in § 2.2-4364 of the *Code of Virginia*.

If no bid bond is posted, a bidder refused withdrawal of a bid under the provisions of the *Code of Virginia*, § 2.2-4330, prior to appealing, shall deliver to the County a certified check or cash bond in the amount of the difference between the bid sought to be withdrawn and the next low bid. Such security shall be released only upon a final determination that the bidder was entitled to withdraw the bid.

If, upon appeal, it is determined that the decision refusing withdrawal of the bid was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the invitation to bid, the sole relief shall be withdrawal of the bid.

- c. **Determination of Nonresponsibility:**

- (1) Following public opening and announcement of bids received on an Invitation to Bid, the County shall evaluate the bids based upon the requirements set forth in the IFB, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability (Code of Virginia, § 2.2-4301, Definition of Competitive sealed bidding, Element 4). At the same time, the County shall determine whether the apparent low bidder is responsible. If the County so determines, then it may proceed with an award to the lowest responsive and responsible bidder (Code of Virginia, § 2.2-4301, Definition of Competitive sealed bidding, Element 5). If the County determines that the apparent low bidder is not responsible, it shall proceed as follows:
 - (a) Prior to the issuance of a written determination of nonresponsibility, the County shall (i) notify the apparent low bidder in writing of the results of the evaluation, (ii) disclose the factual support for the determination, and (iii) allow the apparent low bidder an opportunity to inspect any documents which relate to the determination, if so requested by the bidder within five business days after receipt of the notice.
 - (b) Within ten business days after receipt of the notice, the bidder may submit rebuttal information challenging the evaluation. The County shall issue its written determination of responsibility based on all information in its possession, including any rebuttal information, within five business days of the date the County received such rebuttal information. At the same time, the County shall notify, with return receipt requested, the bidder in writing of its determination.
 - (c) Such notice shall state the basis for the determination, which shall be final unless the bidder appeals the decision within ten days after the receipt of the notice, by instituting action as provided in the Code of Virginia, § 2.2-4364.
 - (d) The provisions of this subsection shall not apply to procurements involving the prequalification of bidders and the rights of any potential bidders under such prequalification to appeal a decision that such bidders are not responsible.
 - (2) If, upon appeal pursuant to the *Code of Virginia*, § 2.2-4364, it is determined that the decision of the County was not (i) an honest exercise of discretion, but rather was arbitrary or capricious or (ii) not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation for Bid, and the award of the contract in question has not been made, the sole relief shall be a finding that the bidder is a responsible bidder for the contract in question. If it is determined that the decision of the County was not an honest exercise of discretion, but rather was arbitrary or capricious or not in accordance with the Constitution of Virginia, applicable state law or regulation, or the terms or conditions of the Invitation for Bid, and the award of the contract has been made, the relief shall be as set forth in § 2.2-4360B of the *Code of Virginia*.
 - (3) Nothing contained in this section shall be construed to require County, when procuring by competitive negotiation, to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.
- d. **Protest of Award or Decision to Award.** Any bidder or offeror may protest the award or decision to award a contract by submitting such protest in writing to the purchasing officer, specifying the basis for the protest and the relief sought, no later than ten days after the award or the announcement of the decision to award, whichever occurs first. The purchasing officer shall render a written decision within ten days of receipt of the written protest stating the reasons for the decision. This decision shall be final and binding unless any bidder or offeror appeals within ten days of the date of the written decision or institutes legal action.
- e. **Legal Actions.** If injunctive relief is granted, the court, upon request of the County, shall require the posting of reasonable security to protect the County. In the event the apparent low bidder, having been previously determined by the County to be not responsible in accordance with Code of Virginia § 2.2-4301, is found by the court to be a responsible bidder, the court may direct the public body to award the contract, forthwith, to such bidder in accordance with the requirements of the *Code of Virginia* and the Invitation for Bid. A contractor may bring an action involving a contract dispute with the County in the circuit court. A bidder, offeror, or contractor need not utilize administrative procedures meeting the standards of § 2.2-4365 of the Code of Virginia, if available, but if those procedures are invoked by the bidder, offeror, or contractor, the procedures shall be exhausted prior to instituting legal action concerning the same procurement transaction unless the County agrees otherwise. Nothing herein shall be construed to prevent a public body from instituting legal action against a contractor.

CHAPTER 10

COUNTY SURPLUS AND OBSOLETE PROPERTY

In this Chapter look for . . .

State Surplus Property

- 10. General
- 10.1 Definition
- 10.2 Classification
- 10.3 Authority & Responsibility for County Surplus and Obsolete Property
- 10.4 Disposal Methods
- 10.5 Purchases by County Employees
- 10.6 Proceeds from the Sale

Annexes

- 10-A Finance Transmittal Form

10. **General.** The County has statutory responsibility for administering Surplus Property for county-owned personal property. This chapter contains guidance and instructions in identifying and disposing county-owned personal property.

10.1 **Definition.** Surplus materials means personal property including, but not limited to, materials, supplies, equipment, and recyclable items. Personal property shall be deemed “obsolete and unusable” when the continued use of such property by the County is no longer cost effective.

10.2 **Classification.** County-owned surplus and obsolete property may be classified as:

- a. Items of value for sale.
- b. Scrap items which have sale value for material content only.
- c. Items assessed to have little or no commercial value, and are acceptable for landfilling or trash disposal.

10.3 **Authority and Responsibility for County Surplus and Obsolete Property.** The purchasing officer shall sell, transfer, trade or otherwise dispose of all materials, supplies, equipment or other personal property of the county which has become obsolete or unusable. The purchasing officer shall use whichever method he believes will raise the highest revenue for the county.

A three (3) person committee, appointed by the County Administrator, must review and approve all surplus items prior to being made available for sale to the general public. The County’s Procurement Officer shall maintain a record of the committee’s actions.

10.4 **Disposal Methods.**

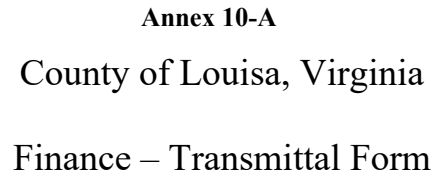
- a. **Competitive Bids.** Property may be sold by competitive bid. The list of property to be sold may be advertised in specific trade publications and mailed to persons or firms.
- b. **Public Auction.** Property may be sold by public auction.

- (1) **Live Auction.** Property may be sold by live auctions. These are scheduled and advertisements are placed in major state and area newspapers in the vicinity of the auction sale, and notices are sent to persons or firms.
- (2) **On-line Auctions.** Property may be sold through on-line auctions. These items will be listed for sale using websites that have been approved by the DGS Director, Surplus Property and will be managed by internal surplus personnel.

- c. **Firm price offered to all persons wishing to participate in the sale.** Property may be offered to the public at a set price. The sales price of an item is based on known sales experience and/or estimated current market value. Set price sales are publicly advertised.
- d. **Negotiated sale to other units of local government.** Utilization of surplus and obsolete property between agencies is encouraged. Property may be sold through negotiation. The County may post listings of such equipment, materials and supplies available for reuse on the State's Surplus Property reutilization page. Items may be transferred to another agency with or without the transfer of funds.
- e. **Disposal by landfilling.** Property which is unusable and determined to have no commercial and/or recycling value, or if the cost of sale would exceed expected returns, may be disposed of by landfilling.

10.5 **Purchases by County Employees and Their Families.** Employees of Louisa County, the Louisa County School Board, Louisa County Constitutional Officers, Louisa Court Services, Louisa County Courts, and the Louisa County Department of Social Services and their immediate family are only allowed to purchase County surplus property when it is also made available for purchase to the general public through surplus property sales, such as auctions or internet sales. A \$500 limit shall apply to such sales. Employees shall not purchase property if they influence the maintenance, surplus, pricing or disposition of the property item. An exemption to the \$500 limit applies if the property is purchased in any sale of surplus property at uniform (fixed) prices that are available to the general public. The term "immediate family" means (i) a spouse and (ii) any other person residing in the same household as the officer or employee, who is a dependent of the officer or employee or of whom the officer or employee is a dependent.

10.6 **Proceeds from the Sale.** The proceeds from the sale shall promptly be deposited with the Treasurer's Office, using the Finance Transmittal Form provided on Annex 10-A.



Recover Line TO/REC GL # _____ \$ _____

Recover Line TO/REC GL # _____ \$ _____

Description: _____

Recover Line TO/REC GL # _____ \$ _____

Description: _____

Recover Line TO/REC GL # _____ \$ _____

Description: _____

Revenue Collected GL# _____ \$ _____

Description: _____

Total Amount Represented By:

CHECKS Number of Checks _____ \$ _____

CASH	\$
------	----

TOTAL	\$
--------------	-----------

Submitted By: _____ Date _____
Finance Department

Received By: _____

Treasurer's Office

Date _____