



# Page County Purchasing Manual

Adopted by the Board of Supervisors on December 1, 2025

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# **1. GENERAL PROVISIONS**

## **1.1. Purpose**

- 1.1.1. This Purchasing Manual has been created to offer direction and guidance to all employees of Page County involved directly or indirectly in the use of County funds for acquiring goods and services essential for departmental operations.
- 1.1.2. The goal of purchasing shall be to acquire the maximum value possible for public funds.
- 1.1.3. The methods in this manual reflect practices successfully used in other jurisdictions and align with the Virginia Public Procurement Act, Title 2.2, Chapter 43 of the Code of Virginia.

## **1.2. Scope**

- 1.2.1. These regulations apply to all purchases made with County funds.
- 1.2.2. All issues of interpretation are to be resolved by the County Administrator.

## **1.3. Definitions**

- 1.3.1. “Act” means the Virginia Public Procurement Act, Code of Virginia, §2.2-4300 et seq.
- 1.3.2. “Bidder” means a private entity that submits a bid to the County.
- 1.3.3. “Business” means any corporation, association, limited liability company, general or limited partnership, individual, sole proprietorship, joint stock company, joint venture, or other nongovernmental legal entity.
- 1.3.4. “Construction” means building, altering, repairing, improving, or demolishing any structure, sewage, or water main building or highway; and any draining, dredging, excavation, grading, or similar work upon real property.
- 1.3.5. “Contract” means all types of County agreements, regardless of what they may be called, for the procurement of goods, services, insurance, or construction.
- 1.3.6. “Contractor” means any business having a contract with the County or using agency thereof.
- 1.3.7. “County” means Page County.
- 1.3.8. “Develop” means to plan, design, develop, finance, lease, acquire, install, construct, or expand.

- 1.3.9. "Emergency" means a situation involving a breakdown in an essential service, or any other circumstances when supplies are needed for immediate use in work which may vitally affect the safety, health, or welfare of the public.
- 1.3.10. "Goods" means all materials, equipment, supplies, printing, and automated data processing hardware and software.
- 1.3.11. "Informality" means a minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid, or the request for proposal, which does not affect the price, quality, quantity or delivery schedule for the goods, services, or construction being procured.
- 1.3.12. "Insurance" means a contract under which one party undertakes to compensate the other for loss on a specified subject as a result of specified perils.
- 1.3.13. "Invitation for bid (IFB)" means all documents, whether attached or incorporated by reference, utilized for soliciting sealed bids.
- 1.3.14. "Fiscal designee" means an employee who is authorized to approve invoices for a department.
- 1.3.15. "Manual" means the Page County Purchasing Manual.
- 1.3.16. "Nonprofessional services" means any services not specifically identified as professional services in the definition of professional services.
- 1.3.17. "Piggyback contract" means an agreement with a rider provision that allows a public entity to use another public entity's existing contract to acquire the same goods or services at the same price.
- 1.3.18. "Procurement regulations" means the Page County procurement regulations as outlined in this Manual.
- 1.3.19. "Professional services" means 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.
- 1.3.20. "Proposer" means a private entity that submits a proposal to the County.
- 1.3.21. "Offeror" means a private entity that submits a proposal to the County.
- 1.3.22. "Request for proposal (RFP)" means all documents, whether attached or incorporated by reference, utilized for soliciting proposals.
- 1.3.23. "Request for qualifications (RFQ)" means all documents, whether attached or incorporated by reference, used to solicit statements of qualifications

from offerors to evaluate their experience, competence, and suitability for a particular project or service.

- 1.3.24. “Request for technical and cost proposal (RFTCP)” means all documents, whether attached or incorporated by reference, utilized for soliciting detailed proposals that should include proposed solutions and associated costs.
- 1.3.25. “Requisition form” means a document that is used to request goods or services.
- 1.3.26. “Responsible bidder or responsible offeror” means a person or organization who has the capability, in all respects, to perform fully the contract requirements, and has the moral and business integrity and reliability which will ensure good faith performance, and who has been prequalified, if required.
- 1.3.27. “Responsive bidder” means a person or organization who has submitted a bid which conforms in all material respects to the invitation to bid.
- 1.3.28. “Services” means any work performed by an independent contractor which does not consist primarily of the acquisition of equipment or materials, or the rental of equipment, materials, and supplies.
- 1.3.29. Using agency means any department, division, office, section, agency, commission, council, bureau, board, or other unit in the County government requiring goods, services, insurance or construction as provided for in this Manual.

#### **1.4. Purchasing Agent Responsibilities and Relations**

##### **1.4.1. Responsibilities**

- 1.4.1.1. To make purchases or contracts for supplies and services needed by any County agency, including the Page County School Board, Social Services, Courts, and all Constitutional Officers.
- 1.4.1.2. Ensure purchasing practices conform to applicable local and state regulations.
- 1.4.1.3. Promote competitive purchasing and strive for open and fair competition in all procurement activities.
- 1.4.1.4. Maintain purchasing records as deemed necessary.
- 1.4.1.5. Seek opportunities for cost savings by using volume discounts and entering into cooperative purchasing with other jurisdictions when it is in the County’s best interest.
- 1.4.1.6. Establish and maintain positive relationships with vendors.

- 1.4.1.7. Stay informed about market trends and purchasing innovations.
- 1.4.2. Relations with County Departments and Agencies
  - 1.4.2.1. The Purchasing Agent is a resource for all County departments.
  - 1.4.2.2. It is the responsibility of the Purchasing Agent to ensure departments receive necessary goods and services at the best possible cost.
  - 1.4.2.3. Departments are responsible for identifying and communicating their own needs to the Purchasing Agent in a timely and detailed manner to allow for fair and competitive open market bidding for goods and services.
  - 1.4.2.4. Requisitioning departments and agencies will submit the appropriate form(s) to the Purchasing Agent to document competitive procurement practices. Forms will be retained in accordance with the Library of Virginia's requirements.
- 1.4.3. Procurement Follow-Up and Expediting
  - 1.4.3.1. Procurement doesn't conclude with issuing an order. Ensuring timely and proper delivery is also essential.
  - 1.4.3.2. The Purchasing Agent and departments must monitor orders and report delays or issues with deliveries.
  - 1.4.3.3. The requisition form should state when delivery is wanted. Date and method of follow-up will depend on the nature of the order and the promised delivery date.
  - 1.4.3.4. The using department(s) shall plan ahead to minimize urgent or last-minute requests so there will be no need for any particular follow-up other than routine.

## **1.5. Purchasing the Right Quality**

- 1.5.1. Quality refers to suitability. The good or service being procured does not necessarily have to be the best or highest quality, but the appropriate quality for the intended use.
- 1.5.2. Factors in Determining Quality
  - 1.5.2.1. Determine the exact quality needed by analysis, physical test, measurements, and performance when necessary.
  - 1.5.2.2. Quality is not measured by price.

- 1.5.2.3. Over-specifying or under-specifying quality can lead to wasted funds or operational inefficiencies.
  - 1.5.2.4. The desired quality may be secured by brand name, or equal.
  - 1.5.2.5. The quality may be secured, under certain conditions, but matching samples.
  - 1.5.2.6. Purchasing proper quality goods may be accomplished by use of market grades and commercial standards.
- 1.5.3. With the cooperation and coordination of the using department or agency, it is the responsibility of the Purchasing Agent to use and develop specifications that will procure the right quality.

## **1.6. Purchasing the Right Quantity**

### **1.6.1. Factors in Determining Quantity**

- 1.6.1.1. Quantity should be based on scheduled needs and inventory capacity.
- 1.6.1.2. Factors such as delivery time, manufacturing constraints, market trends, shipping costs, and storage costs should be considered.
- 1.6.1.3. Whenever possible, invoicing shall be requested on an F.O.B. destination basis, which means that the seller is responsible for all aspects of the shipping process until the goods are delivered to the buyer's designated location.

## **1.7. Buying the Right Price**

- 1.7.1. Maximizing value per cost is the objective and responsibility of the Purchasing Agent.
- 1.7.2. Factors Affecting the Ultimate Cost:
  - 1.7.2.1. A low price paid to a distant supplier might be outweighed by transportation and packing charges.
  - 1.7.2.2. A low price paid for a large quantity may be outweighed by storage and handling costs.
  - 1.7.2.3. A low price for inferior materials may result in a high ultimate cost due to inferior workability or difficulties in application.
  - 1.7.2.4. Attention to price comes after quality has been fully considered and decided upon.

1.7.3. In determining price, it is the responsibility of the Purchasing Agent to analyze the following factors:

1.7.3.1. Price should bear a reasonable relation to cost.

1.7.3.2. Market conditions created by supply and demand.

1.7.4. Factors Affecting Net Cost:

1.7.4.1. Price quoted.

1.7.4.2. F.O.B. destination (to be requested to the maximum extent).

1.7.4.3. Discounts.

1.7.4.4. Service offered by supplier.

1.7.4.5. Delivery date.

## **1.8. Records Management**

1.8.1. The Purchasing Agent will maintain the following files:

1.8.1.1. Individual files for each formal competitive bid or negotiation process.

1.8.1.2. Departmental requisition forms.

1.8.1.3. Contracts and agreements with vendors.

1.8.2. Procurement documents will be retained as prescribed by the Library of Virginia.

## **2. ETHICS IN PUBLIC PROCUREMENT**

### **2.1. Procurement Participation Restrictions (Virginia Code § 2.2-4369)**

2.1.1. Employees or officials must not participate in any procurement on behalf of the County when any of the following applies:

2.1.1.1. The employee is contemporaneously employed by a vendor involved in the procurement transaction;

2.1.1.2. The employee, the employee's partner, or any member of the employee's immediate family holds a position with the vendor such as an officer, director, trustee, partner, or the like, or is employed in a capacity involving personal or substantial participation in the procurement transaction, or owns or controls an interest of more than five percent;

- 2.1.1.3. The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or
- 2.1.1.4. The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a vendor.

**2.2. Disclosure of Subsequent Employment (Virginia Code § 2.2-4370)**

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the public body unless the employee or former employee provides written notification to the public body, or a public official if designated by the public body, or both, prior to commencement of employment by that bidder, offeror or contractor.

**2.3. Prohibition on Solicitation or Acceptance of Gifts (Virginia Code § 2.2-4371)**

- 2.3.1. No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or promised, unless consideration of substantially equal or greater value is exchanged. The public body may recover the value of anything conveyed in violation of this subsection.
- 2.3.2. No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

**2.4. Kickbacks (Virginia Code § 2.2-4372)**

- 2.4.1. Contractors and subcontractors shall not demand or receive kickbacks from suppliers or subcontractors.
- 2.4.2. Subcontractors and suppliers shall not offer or make kickbacks.
- 2.4.3. No person shall demand or receive payment in return for an agreement not to compete on a public contract.
- 2.4.4. Any kickbacks are presumed included in the subcontract price and are recoverable from all offending parties.

**2.5. Participation in Bid Preparation (Virginia Code § 2.2-4373)**

No person who, for compensation, prepares an IFB or RFP for the County 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 that 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 the person would limit the number of potential qualified bidders or offerors in a manner contrary to the best interests of the public body.

**2.6. Prohibition on Purchasing from Architect or Engineer (Virginia Code § 2.2-4374)**

2.6.1. The County shall not purchase building materials, supplies, or equipment from architects or engineers who provided design services for the project, or entities in which they have a personal interest.

2.6.2. Exceptions are allowed in emergencies or for certain transportation projects.

**2.7. Certification of Compliance (Virginia Code § 2.2-4375)**

2.7.1. Public employees involved in procurement may be required to submit annual written certifications that they complied with this policy.

2.7.2. Knowingly making false statements in the certification shall be punished as provided in § 2.2-4377.

**2.8. Misrepresentations Prohibited (Virginia Code § 2.2-4376)**

Public employees with official responsibility for procurement shall not falsify, conceal, or misrepresent material facts or make false statements or documents related to procurement transactions.

**2.9. Conflict of Interest (Virginia Code § 2.2-3100 et. seq.)**

The State and Local Government Conflict of Interests Act generally prohibits officers or employees from having a personal interest in County contracts.

**2.9.1. Members of the Board of Supervisors (§2.2-3107)**

No member of the Board of Supervisors will have a personal interest in:

1. Any contract with the County;
2. Any contract with any County agency that is subject to the control of the Board; or

3. Any contract other than a contract of employment with any other governmental agency if the Board appoints a majority of the members of the governing body of that agency.

This section does not apply to:

1. A Board member's personal interest in a contract of employment, provided the employment first began prior to the individual becoming a member of the Board;
2. Contracts for the sale by a County agency of services or goods at uniform prices available to the public; or
3. A contract awarded to the Board member as a result of competitive sealed bidding where the Board has established a need for the same or substantially similar goods through purchases prior to the individual's election or appointment to the Board. However, the board member will have no involvement in the preparation of the specifications for the contract, and the remaining members of the Board, by resolution, will state that it is in the public interest for the individual to bid on the contract.

#### 2.9.2. Members of the School Board (Virginia Code § 2.2-3108)

No School board member will have a personal interest in:

1. Any contract with the School board; or
2. Any contract with any agency that is subject to the ultimate control of the School Board.

This section does not apply to:

1. A School Board member's personal interest in a contract of employment; provided the employment began prior to the member becoming a member of the School Board.
2. Contracts for the sale by a County agency of services or goods at uniform prices available to the public.
3. A contract awarded to the School Board member as a result of competitive sealed bidding where the School Board has established a need for the same or substantially similar goods through purchases prior to the individual's election or appointment to the School Board. However, the board member must have no involvement in the preparation of the specifications for the contract, and the remaining members of the School Board, by resolution, must state that it is in the public interest for the individual to bid on the contract.

2.9.3. Other County officers and employees (Virginia Code § 2.2-3109)

No other officer or employee of any County agency will have a personal interest in a contract with the agency of which they are an officer or employee other than their own contract of employment.

No officer or employee of the County will have a personal interest in a contract with any other County agency unless the contract is:

1. Awarded as a result of competitive sealed bidding or competitive negotiation; or
2. Is awarded after a finding by the County Administrator or the Superintendent of Schools, as applicable, that competitive bidding or negotiation is contrary to the best interests of the public.

This section does not apply to:

1. An employee's personal interest in additional contracts for goods and services or contracts of employment with their own agency which accrue to them because a member of their immediate family, provided (i) the employee does not exercise any control over the employment or the employment activities of the member of their immediate family, and (ii) the employee is not in a position to influence those activities or the award of contracts for goods and services.
2. An officer's or employee's personal interest in a contract of employment with any other County agency.
3. Contracts for the sale by a County agency of services or goods at uniform prices available to the general public.
4. Any ownership or financial interest of members of the governing body, administrators, and other personnel serving in a public charter school in renovating, lending, granting, or leasing public charter school facilities, as the case may be, provided the interest has been disclosed in the public charter school application as required.

2.9.4. Exceptions to the State and Local Government Conflict of Interests Act

There are select exceptions to the Conflicts of Interest Act included in Virginia Code § 2.2-3110.

### **3. REQUISITIONS**

#### **3.1. Purpose**

- 3.1.1. The requisition serves to inform the Purchasing Agent of the needs of a using department or agency and to define the goods or services needed.
- 3.1.2. Requisitions shall be prepared for purchases above \$5,000, as explained in Sections 3 through 6 in this Manual.

### **3.2. Preparation of Requisition**

- 3.2.1. Obtain the appropriate requisition form from the Purchasing Agent and provide the requested information and documentation.
- 3.2.2. If the using department or agency prefers, the Purchasing Agent can help obtain the quotes and prepare the requisition form.
- 3.2.3. Department Approval – The Department Head or Fiscal Designee, by signing the requisition, certifies that the goods or services are necessary and that the funds for these items have been provided in the current budget, or that a specific budget appropriation or transfer request has been made and granted for these additional goods or services.
- 3.2.4. Routing of Requisition – The using department or agency shall forward a copy of the requisition form to the Purchasing Agent. Once approved or denied, the Purchasing Agent will return the form for the using department's or agency's records.

## **4. FORMAL COMPETITION**

### **4.1. Overview of Policy**

All goods and service procurements, other than professional services, with an anticipated cumulative total cost of \$200,000 or more shall follow either of the following two formal methods of contractor selection. Professional service procurements with an anticipated cumulative total cost of \$80,000 or more shall be procured by competitive negotiation.

### **4.2. Types of Formal Competition**

- 4.2.1. Competitive Sealed Bidding – This type of solicitation shall include the following elements:
  - 4.2.1.1. Issuance of a written Invitation to Bid that contains the specifications and contractual terms and conditions applicable to the procurement. Unless the County has provided for the pre-qualification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors.
  - 4.2.1.2. Public notice of the Invitation to Bid shall be given at least ten (10) days prior to the date set for receipt of proposals by posting on the Department of General Services Central Electronic

Procurement website (eVA) and other appropriate websites, such as the County website. In addition, the County may also publish the notice in a newspaper of general circulation. Bids may be solicited directly from potential contractors. Public opening and announcement of all bids received.

4.2.1.3. Evaluation of bids based upon the requirements set forth in the invitation 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.

4.2.1.4. Award the lowest responsive and responsible bidder.

4.2.2. Competitive Negotiation – This type of solicitation shall include the following elements:

4.2.2.1. Issuance of a written Request for Proposal indicating in general terms that which is sought to be procured. This request shall specify the factors which will be used in evaluating the proposal and containing or incorporating by reference the other applicable contractual terms and conditions including any unique capabilities, specifications, or qualifications which will be required of the contractor.

4.2.2.2. Public notice of the Request for Proposal shall be given at least 10 days prior to the date set for receipt of proposals by posting on the Department of General Services Central Electronic Procurement website (eVA) and other appropriate websites, such as the County website. In addition, the County may also publish the request in a newspaper of general circulation. Proposals may be solicited directly from potential contractors.

4.2.2.3. Procurement of Nonprofessional Services – 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 involved in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. Price shall be considered but need not be the sole or primary determining factor. After negotiations have been conducted with each offeror so selected, the public body shall select the offeror which, in its opinion, has made the best proposal and provides the best value, and shall award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should the public body determine in writing and in its sole discretion that only one offeror is fully qualified, or that one

offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror.

- 4.2.2.4. Procurement of Professional Services – The County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible, and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. In addition, offerors shall be informed of any ranking criteria that will be used by the County in addition to the review of the professional competence of the offeror. The Request for Proposal shall not, however, request that offerors furnish estimates of manhours or cost for services. At the discussion stage, the County may discuss nonbinding estimates of manhours or cost for services. Additionally, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing and nonbinding estimates of price for services. In accordance with the Virginia Code §2.2-4342, proprietary information from competing offerors shall not be disclosed to the public or to competitors. At the conclusion of discussion, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed most meritorious.
- 4.2.2.5. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the public body can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. If a contract cannot be negotiated, negotiations with the offeror ranked first shall be formally terminated and negotiations shall be conducted with the offeror ranked second, and so on until such a contract can be negotiated at a fair and reasonable price.

### **4.3. Comments Concerning Specifications**

- 4.3.1. Any prospective bidder or offeror may provide comments or questions concerning specifications or other provisions in the Invitation for Bids or Request for Proposals, only in writing, to the designated contacts listed in the solicitation. Due dates for comments or questions will be established in the Invitation or Request.

- 4.3.2. Any interpretation made to prospective bidders or offerors will be expressed in the form of an addendum to the initial Invitation for Bids or Request for Proposals. No addendum will be issued within two days of the closing of the Invitation or Request.

#### **4.4. Negotiation with Lowest Responsible Bidder**

- 4.4.1. Overview of Policy  
Unless canceled or rejected, a responsive bid from the lowest responsible bidder shall be accepted as submitted, except that, 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.
- 4.4.2. Negotiation Procedures  
If the County wishes to negotiate with the apparent low bidder to obtain a contract price within available funds, negotiations shall be conducted in accordance with the following procedures:
  - 4.4.2.1. The using agency shall provide the Purchasing Agent 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 agency shall also provide the Purchasing Agent with a suggested reduction in scope for the proposed purchase.
  - 4.4.2.2. The Purchasing Agent shall advise the lowest responsible bidder, in writing, that the proposed purchase exceeds available funds. The Purchasing Agent 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.
  - 4.4.2.3. Repetitive informal discussions with the lowest responsible bidder for purposes of obtaining a contract within available funds shall be permissible.
  - 4.4.2.4. 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.
  - 4.4.2.5. 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.
  - 4.4.2.6. If the County and the lowest responsible bidder cannot negotiate a contract within available funds, all bids shall be rejected.

## **5. SMALL PURCHASES**

### **5.1. Delegation of Authority**

The County Purchasing Agent may delegate authority to individual department heads and their fiscal designees to make purchases in accordance with the County's policies as outlined in this manual.

### **5.2. Purchases of \$5,000 or Less**

Individual purchases of goods and/or services of \$5,000 or less may be made without documented competitive pricing; however, due diligence shall be given to the County's goal of acquiring the maximum value for tax dollars spent.

### **5.3. Purchases Above \$5,000 but Not More Than \$10,000**

All purchases of goods and services above \$5,000 but not more than \$10,000 may be made after obtaining a minimum of two (2) telephone quotes that have been recorded with dates, vendor names, contact names, telephone numbers, descriptions of the goods or services requested, and costs. These quotes shall be documented using the Verbal Quote Form, which will be provided by the Purchasing Agent. If there is a 25% difference between the two (2) quotes, a third quote will be required. A combination of telephone and written quotes is acceptable documentation. If at least two quotes cannot be feasibly obtained, a Sole Source Procurement Form must be completed and included with the Verbal Quote Form. Before the procurement is made, the Purchasing Agent must review and sign the Verbal Quote Form.

### **5.4. Purchases Above \$10,000 but Not More Than \$200,000**

All purchases above \$10,000 but not more than \$200,000 may be made after obtaining a minimum of two (2) written, e-mail, or faxed quotes that contain the date, vendor name, contact name, telephone number, address, description of the goods or services to be provided, and costs. If there is a 25% difference between the two (2) quotes, a third quote will be required. A copy of all written quotes must be forwarded with the Small Purchase Requisition Form. If at least two (2) written quotes cannot be feasibly obtained, a Sole Source Procurement Form must be completed and included with the Small Purchase Requisition Form. Before a procurement is made, the Purchasing Agent must review and sign the Small Purchase Requisition Form. If the purchase exceeds \$100,000, the Finance Director and County Administrator will need to approve and sign the Small Purchase Requisition Form. The Purchasing Agent, using department's Department Head or fiscal designee, Finance Director, or County Administrator may choose to obtain quotes by issuing an Invitation to Bid or Request for Proposal, which will be overseen by the Purchasing Agent.

### **5.5. Purchases of Goods and Services That Exceed \$200,000**

All purchases of goods and services that exceed \$200,000 shall be processed in accordance with Chapter 43, Title §2.2 – 4300 et seq., Virginia Public Procurement Act, as amended, and the Page County Code (except where the Virginia Code requires that its provisions be complied with, the Page County Code shall govern purchasing

procedures pursuant to this manual), and handled by the County Purchasing Agent. A Large Purchase Requisition Form will need to be processed for this type of purchase.

**5.6. Purchases of Professional Services That Exceed \$80,000**

All purchases of professional services that are anticipated to result in total single or terms contract cost of more than \$80,000 must be made with competitive negotiation, as described in Section 3.2.2. A Large Purchase Requisition Form will need to be processed for this type of purchase. If the purchase exceeds \$100,000, the Finance Director and County Administrator will need to approve and sign the Large Purchase Requisition Form.

**5.7. Purchases of Professional Services That Do Not Exceed \$80,000**

All purchases of professional services that are anticipated to result in total single or terms contract cost of less than \$80,000 may be made without competitive negotiation; however, at least two (2) written unsealed quotes must be obtained and a Small Purchase Requisition Form will need to be processed.

**5.8. Formal Procurement Not Prohibited**

Nothing in this Purchase Manual prohibits the use of formal competitive practices for procurement of goods and service contracts less than the respective small purchase thresholds. The decision to use formal competitive practices should be made by the County Purchasing Agent and based on such criteria as market competitiveness, time frame, and complexity of specifications to be used.

**5.9. Total Cost Calculation for Determining Small Purchase Procedure**

5.9.1. Piecemealed Procurement – Neither the Purchasing Agent nor the using department or agency shall procure goods nor services in a piecemeal manner, otherwise split a procurement into multiple procurements, or request or require that the selected vendor invoice the County at intervals, for the purpose of reducing the estimated cost of the procurement to below the applicable purchasing thresholds described in this Manual.

5.9.2. Multi-Year Obligations – Pricing for multi-year obligations shall be considered in its totality when determining the proper procurement method that will be used.

5.9.3. Quotes That Cross Thresholds – When obtaining quotes, if one quote is under one threshold and one is above another threshold, use the purchasing procedure for which the cheaper quote qualifies.

5.9.3.1. Examples for Goods and Services:

5.9.3.1.1. If one quote is under \$5,000 and one is above \$5,000, use the procedures for purchases of \$5,000 or less. (Reference Section 4.2 above.)

5.9.3.1.2. If one quote is under \$10,000 and one is above \$10,000, use the Verbal Quote procedures. (Reference Section 4.3 above.)

5.9.3.1.3. If one quote is under \$200,000 and one is above \$200,000, use the Small Purchase procedures. (Reference Section 4.4 above.)

5.9.3.2. Example for Professional Services:  
If one quote is under \$80,000 and one is above \$80,000, use the Small Purchase procedures. (Reference Section 4.7 above.)

## **6. SOLE SOURCE PURCHASES**

### **6.1. Sole Source Procurement Procedures**

Upon determining that there is only one (1) source practicably available for that which is to be procured, the basis of this determination shall be made using the Sole Source Procurement Form. Upon completion and approval of the Sole Source Procurement Form, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation.

### **6.2. Approvals**

6.2.1. Sole Source Purchases Less Than \$100,000 – The sole source purchase must be approved by the Purchasing Agent.

6.2.2. Sole Source Purchases of \$100,000 or More – The sole source purchase must be approved by the Finance Director and County Administrator.

### **6.3. Written Notice**

The County shall issue a written notice stating that only one (1) source was determined to be practicably available, identify that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the County's website 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.

## **7. EMERGENCY PURCHASES**

### **7.1. Emergency Procurement Procedures**

A contract may be awarded without competitive sealed bidding or competitive negotiation in the case of an emergency; however, such procurement shall be made with such competition as is practicable under the circumstances. If practicable, an Emergency Procurement Form shall be completed before making the purchase to document the basis for the emergency and the selection of the particular contractor. If the form cannot be completed prior to the purchase, contact the Purchasing Agent

immediately for approval. If it is after hours, contact the County Administrator. Complete the Emergency Procurement Form the next business day.

## **7.2. Emergency Purchase Approval**

7.2.1. Emergency Purchases Less Than \$100,000 – The emergency purchase must be approved by the Purchasing Agent.

7.2.2. Emergency Purchases of \$100,000 or More – The emergency purchase must be approved by the Finance Director and the County Administrator.

## **7.3. Written Notice**

The County shall issue a written notice stating that the contract is being awarded on an emergency basis and identify that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted on the County's website 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.

## **7.4. Qualifying Emergencies**

7.4.1. Immediate need because of natural disaster. An emergency may include, but is not limited to, natural disasters and situations when products or services are needed immediately.

7.4.2. Immediate need to protect public health. An emergency exists if it is demonstrated that the procurement of the products or services is necessary to protect the public health of citizens.

7.4.3. A breakdown in machinery or equipment causes threatened termination of essential services or a dangerous condition to develop.

7.4.4. Any unforeseen circumstances arise causing curtailment or diminution of an essential service.

7.4.5. Materials or services are needed to prevent loss of life or property.

## **8. EXCEPTIONS TO COMPETITIVE PROCUREMENT REQUIREMENTS**

### **8.1. Exceptions**

The following purchases are exempt from competitive procurement requirements:

8.1.1. Purchases of legal services, provided that the relevant portions of VA Code §2.2-500 et seq. are applicable. Likewise, contracts for expert witnesses or other litigation services are exempt.

8.1.2. Contracts for insurance if purchased through an association of which the County is a member, and the purpose of the association is to promote the

interests of public bodies, provided that these contracts were procured by the association through competitive procurement.

8.1.3. Purchases of goods or services for direct use by individual clients of a community service board or a public body that is administering social service programs or purchasing services under the Children's Services Act or the Virginia Juvenile Community Crime Control Act.

8.1.4. Contracts for essential election materials and services.

## **8.2. Cooperative Purchasing and Piggyback Contracts**

8.2.1. Definition – A piggyback contract is an agreement with a rider provision that allows a public entity to use another public entity's existing contract to acquire the same goods or services at the same price.

8.2.2. Firms with piggyback contracts with other public entities may be considered during the procurement process; however, these types of contracts shall not be the only source considered as an option.

8.2.3. Cooperative purchasing shall not be used to circumvent County procurement policies and procedures.

## **9. INVOICES AND RECEIVING**

### **9.1. Invoices**

9.1.1. Invoices should contain:

9.1.1.1. Itemized listing of materials or services rendered.

9.1.1.2. Prices, terms, quantities, and any other charges.

9.1.1.3. Delivery charges or additional expenses must be listed separately from materials and supplies.

9.1.1.4. Local governments are tax exempt. Therefore, invoices should not reflect State or Federal Tax.

9.1.2. Invoice Handling Procedures – Invoices for all departments except the School Board and Social Services shall be received, reviewed, approved, signed, and coded to a budget line by the using department's fiscal designee. Then, they shall be submitted to the Finance Department for payment.

### **9.2. Inspection, Testing, and Receiving**

- 9.2.1. The using agencies will check materials against an invoice for conformance as to quantity, quality, and specifications.
- 9.2.2. The receiving agency or Purchasing Agent shall notify the vendor at once if there is any variation in quantity or quality.

## **10. CASH-EQUIVALENT ITEMS**

### **10.1. Documentation and Tracking**

Each gift card or cash-equivalent item must be logged with a unique identifier, recipient name, date issued, value, and the corresponding procurement transaction. A reconciliation report must be maintained, showing each card issued and linking it back to the original purchase.

### **10.2. Distribution Controls**

Staff distributing items must establish controls, such as signing a log or acknowledgment, to confirm delivery.

## **11. PURCHASE CARDS**

### **11.1. Authorization and Eligibility**

Purchase cards may only be issued to employees authorized by the County Administrator or his or her designee.

### **11.2. Permitted Use**

- 11.2.1. Purchase cards are to be used for official County business only. Cards cannot be used for personal purchases or to bypass appropriate procurement procedures.
- 11.2.2. Accidental or fraudulent personal purchases should be reported to the Finance Department immediately. Cardholders will be responsible for non-authorized purchases.

### **11.3. Spending Limits**

- 11.3.1. Individual card limits shall be established by the County Administrator or designee.
- 11.3.2. Requests for card limit changes shall be sent to the Finance Department and approved by the County Administrator or designee.

### **11.4. Documentation**

Cardholders must retain receipts for every transaction, using a method approved by the Finance Department to ensure proper recordkeeping and audit compliance.

### **11.5. Security and Safekeeping**

- 11.5.1. Cardholders are responsible for safeguarding the card and account number.
- 11.5.2. Lost or stolen cards and fraudulent transactions must be reported immediately to the Finance Department. The Finance Department shall report this to the card issuer and take any corrective action necessary.
- 11.5.3. Cards must be surrendered upon termination of employment.

## **12. SURPLUS AND INVENTORY**

### **12.1. Surplus and Obsolete Equipment and Material**

- 12.1.1. Each department shall report its surplus and obsolete material to the Executive Assistant to the County Administrator. If the materials are office supplies or furniture, each department shall report them to the Purchasing Agent.
- 12.1.2. Surplus and obsolete office supplies and furniture will be offered to all departments. Any department wishing to obtain any of the property for its use must contact the Purchasing Agent. Property will be redistributed on a first come first served basis.
- 12.1.3. Property that is not re-distributed will be sold to the public by either the process of sealed bidding or public auction.
- 12.1.4. Any proceeds from the sale of surplus and obsolete material will be deposited in the County's general fund.
- 12.1.5. It is the policy of Page County not to sell County surplus or obsolete items to any County official, employee, or members of their immediate families unless sales are by public auction.

### **12.2. County Office Supplies Inventory**

- 12.2.1. The Purchasing Agent will maintain the County's inventory of general office supplies, which will provide departments immediate access to needed supplies. It also enables the County to purchase items in bulk quantity, thereby securing cost savings.
- 12.2.2. To secure office supplies, a requisition should be completed in the normal manner.
- 12.2.3. Invoices for County office supply items are reviewed by the Purchasing Agent and approved by his or her supervisor.
- 12.2.4. Invoices for school-related office supplies will be reviewed by the Purchasing Agent to ensure successful delivery. The invoices will then be forwarded to the School Board's fiscal designee for payment.

## **13. DESIGN-BUILD CONTRACTS**

### **13.1. Introduction**

While emphasizing that the competitive sealed bid process is the preferred method of construction procurement in the Commonwealth, Virginia Code § 2.2-4308 authorizes local governments to enter into a contract for construction on a fixed price or not-to-exceed price design-build basis so long as the local government complies with certain requirements, including adopting design-build procedures consistent with those promulgated by the Secretary of Administration.

### **13.2. Governing State Law**

If applicable State law is amended in a manner that either conflicts with these procedures or establishes new requirements not addressed by these procedures, the County Attorney shall approve conforming amendments to the procedures. If the procedures are not amended prior to the effective date of the new law, the procedures nonetheless shall be interpreted in a manner to conform to the new law. The County Attorney also may approve such amendments tailoring these procedures for optimal use by Page County as are consistent with State law.

### **13.3. Preliminary Steps**

#### **13.3.1. Advice Regarding Use of Design-Build or Contract Management**

Prior to deciding whether to use a design-build approach for a construction project, the County shall solicit the opinion of a licensed engineer or architect with professional competence appropriate to the project. The engineer or architect shall advise the County whether a design-build approach would be appropriate and beneficial to the project. If the engineer or architect advises the County that a design-build approach would be appropriate and beneficial, he or she shall assist the County with the two-step competitive negotiation process.

#### **13.3.2. Written Determination**

Prior to issuing a solicitation for any design-build contract for a construction project, the County shall document in writing the following findings:

13.3.2.1. A design-bid-build project delivery method is not practicable or fiscally advantageous and

13.3.2.2. A determination that the project's complexity justifies the use of the design-build method.

#### **13.3.3. Create a Building Committee**

A committee shall be created to assist in preparation of the RFQ and RFP, evaluate proposals, and make a recommendation as to the final selection of a contractor.

### **13.4. Award of Design-Build Contracts**

For projects approved for development through a design-build contract, the County shall undertake a two-step competitive negotiation process in order to award the contract.

13.4.1. Step One – Selection of Qualified Proposers (Prequalification)

13.4.1.1. The County shall publish a public notice of the RFQ at least thirty (30) days prior to the date set for receipt of qualification proposals by posting on the Department of General Services Central Electronic Procurement website and other appropriate websites (County website). In addition, the County may also publish the request in a newspaper of general circulation. Proposals may be solicited directly from potential contractors.

13.4.1.2. The Building Committee, with the assistance of the architect or engineer, shall evaluate each proposal and shall identify a short list of proposers who are fully qualified and suitable to undertake and complete the project.

13.4.1.3. The Building Committee may find that a proposer is not qualified for the following reasons:

13.4.1.3.1. The proposer does not have sufficient financial ability to perform the contract. If a bond is required to ensure performance of a contract, evidence that the proposer can acquire a surety bond from a corporation included on the United States Treasury list of acceptable surety corporations in the amount and type the County requires shall be sufficient to establish the requisite financial ability.

13.4.1.3.2. The proposer does not have appropriate experience to undertake or complete the construction project.

13.4.1.3.3. The proposer or any officer, director, or owner thereof has had judgments entered against him within the past ten years for the breach of contracts for governmental or nongovernmental construction.

13.4.1.3.4. The proposer has been in substantial noncompliance with the terms and conditions of prior construction contracts with a public body without good cause. If the County has not contracted with a proposer in any prior construction contracts, the County may deny prequalification if the proposer has been in substantial noncompliance with the terms and conditions of comparable construction contracts with another public body without good cause. A public

body may not utilize this provision to deny prequalification unless the facts underlying such substantial noncompliance are documented in writing in the prior construction project file and such information relating thereto given to the proposer at that time, with the opportunity to respond.

13.4.1.3.5. The proposer or any officer, director, owner, project manager, procurement manager or chief financial official thereof has been convicted within the past ten years of a crime related to governmental or nongovernmental construction or contracting, including, but not limited to, a violation of (i) Article 6 (§ 2.2-4367 et seq.) of Chapter 43 of Title 2.2 of the Code of Virginia, (ii) the Virginia Governmental Frauds Act (§ 18.2-498.1 et seq.), (iii) Chapter 4.2 (§59.1-68.6 et seq.) of Title 59.1, or (iv) any substantially similar law of the United States or another state.

13.4.1.3.6. The proposer or any officer, director or owner thereof is currently debarred pursuant to an established debarment procedure from bidding or contracting by any public body, agency of another state or agency of the federal government.

13.4.1.3.7. The proposer failed to provide the County in a timely manner any information the County requested relevant to subdivisions one through six above.

13.4.1.4. The County shall advise all proposers in writing as to whether they have prequalified. The written notification to any proposer denied prequalification shall state the reasons for such denial of prequalification and the factual basis for such reasons.

#### 13.4.2. Step Two – Selection of Design-Build Contractor

13.4.2.1. The County shall send an RFTCP to the proposers that are prequalified, requesting that they submit Technical and Cost Proposals. The RFTCP shall identify specific project requirements, and the criteria by which those requirements will be evaluated, in areas such as site plans, floor plans, exterior elevations, basic building envelope materials, fire protection information plans, structural, mechanical (HVAC), and electrical systems, special telecommunications, and shall identify other requirements as the Building Committee deems necessary.

13.4.2.2. The Building Committee will evaluate the Technical Proposals based on the criteria contained in the RFTCP. It will inform each

proposer of any adjustments necessary to make its Technical Proposal fully responsive to the requirements of the RFTCP. In addition, the Building Committee may require that proposers make design adjustments necessary to incorporate project improvements or to provide additional detailed information identified by the Committee during design development.

- 13.4.2.3. Based on changes negotiated to a Technical Proposal, a proposer may submit modifications to its original Cost Proposal. A proposer also may submit modifications to its original Cost Proposal, which are not based on revisions to the Technical Proposal but which otherwise result from the negotiation process.
- 13.4.2.4. The Building Committee shall evaluate and rank the technical proposals and then open the cost proposals.
- 13.4.2.5. The Building Committee shall conduct negotiations with at least two offerors submitting the highest ranking proposals. The Committee may negotiate with only one proposer if it has conducted a fair and competitive evaluation process and determined in writing that only that proposer is the most qualified and offers the best value. This determination must be documented in the procurement file, explaining why no other proposer is reasonably capable of providing the required services.
- 13.4.2.6. Following negotiations, the Building Committee shall make its recommendation for the selection of a design-build contractor. When the terms and conditions of multiple awards are so provided in the RFTPC, the Committee may recommend the selection of more than one proposer.
- 13.4.2.7. The Board of Supervisors may thereafter vote to award the contract to one or more proposers recommended by the Building Committee.

#### 13.4.3. Post Award Procedures

- 13.4.3.1. The County shall notify all proposers in writing which contractor it selected to construct the project.
- 13.4.3.2. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.

## **14. CONTRACT PROVISIONS**

### **14.1. Provisions Required by Procurement Act in All Contracts**

- 14.1.1. The contractor shall not during the performance of the contract for goods and services in the Commonwealth knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

(Virginia Code § 2.2-4311.1)

- 14.1.2. Compliance with State Law (Virginia Code § 2.2-4311.2)

- 14.1.2.1. All public bodies shall include in every written contract a provision that a contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 or as otherwise required by law.

- 14.1.2.2. Pursuant to competitive sealed bidding or competitive negotiation, all public bodies shall include in the solicitation a provision that requires a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.

- 14.1.2.3. Any bidder or offeror described in subsection 14.1.2.2 that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Director of the Department of General Services or his designee or by the chief executive of a local governing body.

- 14.1.2.4. Any business entity described in subsection 14.1.2.1 that enters into a contract with a public body pursuant to this chapter shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract.

- 14.1.3. Payment Clauses (Virginia Code § 2.2-4354)

- 14.1.3.1. The contract shall include a clause that obligates the contractor on a construction contract, in the event that the contractor has not received payment from the County for work performed by a subcontractor under such contract, to be liable for the entire

amount owed to such subcontractor and to pay such subcontractor within 60 days of the receipt of an invoice following satisfactory completion of the work for which the subcontractor has invoiced. Such contractor shall not be liable for amounts otherwise reducible due to the subcontractor's noncompliance with the terms of the contract. However, in the event that the contractor withholds all or a part of the amount invoiced by the subcontractor under the terms of the contract, the contractor shall notify the subcontractor within 50 days of the receipt of such invoice, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment, specifically identifying the contractual noncompliance, the dollar amount being withheld, and the lower-tier subcontractor responsible for the contractual noncompliance. Payment by the party contracting with the contractor shall not be condition precedent to payment to any lower-tier subcontractor, regardless of that contractor's receiving payment for amounts owed to that contractor. Any provision in a construction contract contrary to this section shall be unenforceable. Nothing in this subdivision shall be construed to (i) apply to or prohibit the inclusion of any retainage provisions in a construction contract or (ii) apply to contracts awarded solely for professional services as that term is defined in § 2.2-4301 where the public body is contracting directly with an architectural and engineering firm.

- 14.1.3.2. The contract shall include a clause that obligates the contractor to take one of the following actions within seven days after receipt of amounts paid to the contractor by the County for work performed by the subcontractor under that contract (i) pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor under that contract or (ii) notify the agency and subcontractor, in writing, of his intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- 14.1.3.3. The contract shall include a clause that requires (i) individual contractors to provide their social security numbers and (ii) proprietorships, partnerships, and corporations to provide their federal employer identification numbers.
- 14.1.3.4. The contract shall include an interest clause that obligates the contractor to pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment from the County for work performed by the subcontractor under that contract, except for amounts withheld as allowed in section 14.1.3.2.

- 14.1.3.5. The contract shall include an interest rate clause stating, “Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.”
- 14.1.3.6. Any such contract awarded shall further require the contractor to include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
- 14.1.3.7. A contractor’s obligation to pay an interest charge to a subcontractor pursuant to the payment clause in this section shall not be construed to be an obligation of the County. A contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
- 14.1.4. The Contractor shall indemnify and hold harmless County and its officers, agents, volunteers, and employees against any and all liability, losses, damages, claims, causes of action, suits of any nature, costs, and expenses, including reasonable attorney’s fees, resulting from or arising out of Contractor’s or its agent’s or subcontractor’s negligent activities or omissions on or near any of the County’s property or easements, or arising out of or resulting from Contractor’s negligence in providing any of the services under this Agreement, including, without limitation, fines and penalties, violations of federal, state, or local laws, or regulations promulgated thereunder, or any personal injury, wrongful death, or property damage claims of any type.
- 14.1.5. No payment, final or otherwise, nor partial or entire use or acceptance of Contractor’s work by the County shall constitute acceptance of any professional services not in accordance with the Agreement, nor shall the same relieve the Contractor of any responsibility for any errors or omissions in connection with the Project or operate to release the Contractor from any obligation under the Agreement.
- 14.1.6. The Contractor shall comply with all applicable federal, state, and local laws, codes, and regulations currently in force or subsequently adopted, including terms and provisions of Page County Code.
- 14.1.7. The claims procedure established pursuant to Virginia Code §22-4363 shall apply to any contractual disputes arising under this Agreement.
- 14.1.8. In the event that any provision of this Agreement is adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provision shall continue to be valid, binding, and in full force and effect.

## **14.2. Provisions Required by Procurement Act in Contracts of More Than \$10,000**

### **14.2.1. Employment Discrimination (Virginia Code § 2.2-4311)**

- 14.2.1.1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 14.2.1.2. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- 14.2.1.3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 14.2.1.4. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

### **14.2.2. Drug-Free Workplace (Virginia Code § 2.2-4312)**

- 14.2.2.1. The contractor shall provide a drug-free workplace for the contractor's employees.
- 14.2.2.2. The contractor shall post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 14.2.2.3. The contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace.
- 14.2.2.4. The contractor shall include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

## **15. PARTICIPATION OF SMALL, WOMEN-OWNED, MINORITY-OWNED, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES**

### **15.1. Overview of Policy**

- 15.1.1. Page County seeks to facilitate the participation of small businesses and businesses owned by women, minority individuals, and service-disabled veterans in procurement transactions. Page County will comply with the provisions of any enhancement or remedial measures authorized by the Governor pursuant to Virginia Code § 2.2-4310.C., or by the Board of Supervisors pursuant to Virginia Code, § 15.2-965.1.
- 15.1.2. In the solicitation or awarding of contracts, Page County will not discriminate against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, status as a service-disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. Whenever solicitations are made, Page County will seek to include businesses selected from any lists made available by the Department of Small Business and Supplier Diversity.
- 15.1.3. This policy reflects the commitment of Page County to increase opportunity for utilization of small businesses and businesses owned by women, minority individuals, and service-disabled veterans in all aspects of procurement. This policy is not intended to give preference in making an award, but is intended to facilitate the participants of such businesses in procurement opportunities. All solicitations posted to eVA will be considered compliant with this policy.

### **15.2. Definitions**

As used in this section:

- 15.2.1. “Minority individual” means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
  - 15.2.1.1. “African American” means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.
  - 15.2.1.2. “Asian American” means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana Islands, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

- 15.2.1.3. “Hispanic American” means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.
- 15.2.1.4. “Native American” means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.
- 15.2.2. “Minority-owned business” means a business that is at least 51 percent owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals, or any historically black college or university as defined in § 2.2-1604, regardless of the percentage ownership by minority individuals or, in the case of a corporation, partnership, or limited liability company or other entity, the equity ownership interest in the corporation, partnership, or limited liability company or other entity.
- 15.2.3. “Service-disabled veteran” means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.
- 15.2.4. “Service-disabled veteran business” means a business that is at least 51 percent owned by one or more service-disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service-disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service-disabled veterans.
- 15.2.5. “Small business” means a business, independently owned, and controlled by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

- 15.2.6. "SWMV business" means a small business, or any business owned by a woman, minority individual, or a service-disabled veteran.
- 15.2.7. "Women-owned business" means a business that is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51 percent of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.

### **15.3. Policy**

It is the policy of Page County to:

- 15.3.1. Actively promote the procurement of goods and services from SWMV businesses.
- 15.3.2. Actively work towards the attainment of this objective, through education and outreach to increase competition, maximizing the value received for the money expended on goods and services purchased by the County. The primary focus of these education and outreach efforts will be those SWMV businesses which are, or could potentially be, taxpayers of Page County.
- 15.3.3. Include qualified SWMV businesses on solicitation lists.
- 15.3.4. Ensure that SWMV businesses are solicited whenever they are potential sources.
- 15.3.5. When economically feasible and legally permissible, divide total requirements into smaller tasks or quantities so as to permit maximum SWMV business participation.
- 15.3.6. Where economically feasible and legally permissible, establish delivery schedules which will encourage participation by SWMV businesses.
- 15.3.7. Use the services and assistance of the United States Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce of the Commonwealth of Virginia and all other resources identified as promoting the interest of SWMV businesses.

### **15.4. Purchasing Agent Responsibilities**

The Purchasing Agent will have primary responsibility for the development, management, and implementation of the SWMV business policy. The Purchasing Agent will be responsible for:

- 15.4.1. Developing and implementing techniques in order to ensure that SWMV businesses shall have the maximum practicable opportunity to participate in every procurement and contractual activity.

- 15.4.2. Contacting and making potential SWMV businesses aware of the County's procurement regulations.
- 15.4.3. Developing a method for registration of SWMV businesses on any County bidders list(s).
- 15.4.4. Incorporating into the standard terms and conditions of County procurement and construction contracts provisions for bidders to identify themselves as SWMV businesses.
- 15.4.5. Maintaining records of major contracts awarded to SWMV businesses, including the dollar amounts.
- 15.4.6. Administering the SWMV business policy.

## **16. DEBARMENT**

The County may debar a prospective contractor from contracting for particular types of supplies, services, insurance, or construction if it is in the public interest.

### **16.1. Causes for Debarment**

- 16.1.1. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- 16.1.2. Conviction under state and federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or other offence indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a contractor.
- 16.1.3. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals. Violation of contract provisions, as set forth below, of a character which is regarded by the governing body to be so serious as to justify debarment action:
  - 16.1.3.1. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract.
  - 16.1.3.2. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of any bidding procedures or one (1) or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- 16.1.4. Any other cause the governing body determines to be so serious and compelling as to affect responsibility as a contractor including debarment by

another governmental entity for any cause in this article and for violation of the ethical standard set forth in this article.

- 16.1.5. A contractor may be debarred based on unsatisfactory performance for the County.

## **16.2. Procedure for Debarment**

- 16.2.1. Advise in writing the parties involved by certified mail, return receipt requested, that debarment is being considered, including the following:
  - 16.2.1.1. The reason or reasons such action is being initiated.
  - 16.2.1.2. The effect of debarment.
- 16.2.2. Debarment shall be for a period commensurate with the seriousness of the cause.
- 16.2.3. The candidate for debarment may submit within thirty (30) days after receipt of notice, in person, in writing or by authorized representative, information and argument relative to the proposed debarment that may cause debarment proceedings to be discontinued.
- 16.2.4. The County Administrator shall render a final decision within fifteen (15) days on a contested debarment.
- 16.2.5. No contract shall be awarded to a contractor pending a debarment decision.

## **17. ADMINISTRATIVE APPEALS PROCEDURE**

### **17.1. Overview of Policy**

Any bidder, offeror, or contractor may protest a decision to award or an award, appeal a decision to refuse to allow withdrawal of bids, appeal a decision of disqualification, or a determination of non-responsibility, or appeal a decision on disputes arising during the performance of a contract.

### **17.2. Procedure**

Any protest or appeal shall be in accordance with the following:

- 17.2.1. Any bidder, offeror, or contractor shall submit a written protest or letter of appeal to the County Purchasing Agent and/or County Administrator within the time set. The appeal shall include the basis for the protest or appeal, the relief sought, and whether the bidder or offeror, or contractor wishes to have a hearing with respect to the protest or appeal.
- 17.2.2. The County Administrator shall render a written decision to the bidder within ten (10) days of receipt of the written protest or appeal. This decision shall

be final unless the bidder or offeror appeals and requests a hearing within ten (10) days of the written decision.

- 17.2.3. If a hearing is requested, it shall be held within twenty-one (21) days of receipt of the written letter of appeal and a final decision shall be rendered within ten (10) days of the hearing. During the hearing, both the protesting party and the County shall have the opportunity to present pertinent information and to cross-examine adverse witnesses. The hearing shall be informal rather than a judicial-type trial and shall be conducted by a disinterested person or panel appointed by County Administrator.
- 17.2.4. The decision of the disinterested person shall be final and conclusive and shall not be set aside unless the same is fraudulent, arbitrary, capricious, or so grossly erroneous as to imply bad faith. No determination on an issue of law shall be final if appropriate legal action is instituted in a timely manner.
- 17.2.5. Any party to the administrative review, including the County, shall be entitled to institute judicial review if such action is brought within thirty (30) days of receipt of the written decision.

## **18. BID WITHDRAWAL DUE TO ERROR (NON-CONSTRUCTION CONTRACTS)**

### **18.1. Withdrawal Procedure**

- 18.1.1. Any bidder or proposer for goods or services other than construction that includes no bid bond requirement, after submission of a bid or proposal and closing date for the same, may request that their bid or proposal be withdrawn from consideration. A request to withdraw a bid or proposal must be provided in written form to the County Purchasing Agent, prior to a decision for contract award or within five (5) business days of the bid or proposal closing date, whichever occurs first.
- 18.1.2. The written request to withdraw a bid or proposal must include reasons that justify the request, which may include:
  - 18.1.2.1. Unintentional arithmetic error.
  - 18.1.2.2. Unintentional omission of a quantity of work, labor or material made directly in the compilation of pricing.
  - 18.1.2.3. Misunderstanding of County requirements, terms, conditions, or specifications.
- 18.1.3. The public body shall notify the bidder in writing within five business days of its decision regarding the bidder's request to withdraw its bid. If the public body denies the withdrawal of a bid under the provisions of this section, it shall state in such notice the reasons for its decision and award the contract to such bidder at the bid price, provided such bidder is a responsible and

responsive bidder. At the same time that the notice is provided, the public body shall return all work papers and copies thereof that have been submitted by the bidder.

## **18.2. Withdrawal Policies**

- 18.2.1. No bid shall be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.
- 18.2.2. If a bid is withdrawn in accordance with this section, the lowest remaining bid shall be deemed to be the low bid.
- 18.2.3. No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

## **19. BONDS AND SECURITIES**

### **19.1. Bid Bonds (Virginia Code § 2.2-4336)**

- 19.1.1. When Required  
A bid bond or other bid security shall be required for all non-transportation construction contracts estimated to exceed \$500,000 and for transportation-related projects exceeding \$350,000.
- 19.1.2. Amount  
The amount of the bid bond shall not exceed five percent (5%) of the total bid price.
- 19.1.3. Form  
Bid security shall be in the form of a certified check, cashier's check, treasurer's check, or a bid bond issued by a surety company authorized to do business in the Commonwealth of Virginia.
- 19.1.4. Forfeiture  
The bid bond shall be forfeited if the successful bidder fails to execute the contract or furnish the required performance and payment bonds within the time specified.
- 19.1.5. Return  
Bid bonds shall be returned to unsuccessful bidders after contract award, and to the successful bidder after required contract bonds are executed.

### **19.2. Performance Bonds (Virginia Code § 2.2-4337)**

19.2.1. When Required

A performance bond shall be furnished by the successful bidder or offeror for all non-transportation construction contracts estimated to exceed \$500,000 and for transportation-related projects exceeding \$350,000.

19.2.2. Amount

The amount of the performance bond shall be 100 percent of the contract price.

19.2.3. Form

The bond shall be executed by a surety company licensed to conduct business in the Commonwealth of Virginia.

19.2.4. Claims

If the contractor defaults, the County may file a claim against the performance bond to complete the project or recover damages.

**19.3. Payment Bonds (Virginia Code § 2.2-4337)**

19.3.1. When Required

A payment bond shall be furnished by the successful bidder or offeror for all non-transportation construction contracts estimated to exceed \$500,000 and for transportation-related projects exceeding \$350,000.

19.3.2. Amount

The amount of the payment bond shall be 100 percent of the contract price.

19.3.3. Form

The bond shall be executed by a surety company licensed to conduct business in the Commonwealth of Virginia.

19.3.4. Claims

Any claimant who has not been paid within 90 days after completion of the project may bring action on the payment bond in accordance with Virginia law.

**19.4. Alternative Forms of Security (Virginia Code § 2.2-4338)**

19.4.1. In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check, cashier's check, or cash escrow in the face amount required for the bond.

19.4.2. 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 offered affords protection to the County equivalent to a corporate surety's bond.