

COUNTY OF GREENE, VIRGINIA



PURCHASING MANUAL

APRIL 2001

**RESOLUTION TO ADOPT THE PURCHASING MANUAL OF THE
COUNTY OF GREENE**

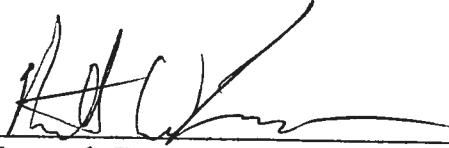
WHEREAS, public purchasing embraces a fundamental obligation to the general public to ensure that procurements are accomplished in accordance with the intent of the laws, and

WHEREAS, the County of Greene, Virginia, intends through this resolution, to assure the best quality and price for products and services; to protect assets and funds of the County of Greene; and to provide safeguards for maintaining a procurement system of quality and integrity.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that a purchasing system is hereby established which shall operate under the direction and supervision of the County Administrator. The County Administrator shall act as the Purchasing Agent or appoint a designee, upon approval of the Board of Supervisors. The Purchasing Agent shall follow the guidelines established within the Purchasing Manual.

BE IT FURTHER RESOLVED that the County of Greene shall abide by the provisions of the Code of Virginia as well as the Purchasing Manual.

Adopted this 24th day of April, 2001.



Kenneth W. Lawson, Chairman



Julius L. Morris, Clerk

County of Greene



TRACY J. MORRIS
FINANCE DIRECTOR
POST OFFICE BOX 358
STANARDSVILLE, VIRGINIA 22973
TELEPHONE: 804-985-1495
FAX: 804-985-3705

Memorandum

TO: Department Heads
Constitutional Officers

FROM: Tracy James Morris, Finance Director *TJM*

SUBJECT: Purchasing Manual

DATE: May 3, 2001

The Board of Supervisors adopted the Purchasing Manual at the meeting held on April 24, 2001. The Board approved increasing the limits required for obtaining a purchase order. The changes are as follows:

- Up to \$500 no purchase order is required
- For purchases from \$500 to \$5,000 three verbal quotes are required to be submitted with the requisition
- For purchases from \$5,000 to \$50,000 four written quotes must be submitted with the requisition
- Purchases over \$50,000 require a formal bidding process

As the board considered these limits, I assured them that all departments check prices before purchasing items. Therefore, I am requesting that this continue for purchases even under the \$500 limit to ensure the best price available.

This policy is in effect immediately. Attached for your review is a copy of the purchasing manual. All departments/constitutional offices shall be responsible for following this policy. Should you have any questions, please contact me at ext 495.

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An internal part of the County's accounting system is the policies and procedures applicable to purchasing supplies, equipment, materials and commodities for all departments, offices, and employees of the County. The County Administrator is responsible for managing County purchases. Presently the School Board and Department of Social Services are performing all purchasing for their activities independently of the Board of Supervisors.

Sections of the *Code of Virginia* applicable to purchasing in Greene County are as follows:

Code of Virginia states in Section 15.2-414 that the County Purchasing Agent is defined as follows:

- A. The County shall have a County Purchasing Agent. The County Administrator shall, unless and until the Board selects a County Purchasing Agent or designates some other officer to act as County Purchasing Agent, exercise the powers conferred and perform the duties imposed upon the County Purchasing Agent.
- B. The County Purchasing Agent shall, subject to such exceptions as the Board may allow, make all purchases for the County and its departments, officers and agencies.
- C. The County Purchasing Agent may also transfer supplies, materials and equipment between, and sell surplus equipment, materials and supplies not needed by, the departments, officers and agencies of the County.
- D. With the approval of the Board, the County Purchasing Agent may establish specifications or standards for equipment, materials and supplies to be purchased and inspect deliveries to determine their compliance with such specifications and standards.
- E. All purchases and sales by the County Purchasing Agent shall be made in accordance with Chapter 7 (§ 11-35 et seq.) of Title 11 and under such rules and regulations consistent with Chapter 7 of Title 11 as the Board provides.
- F. The County Purchasing Agent shall have charge of such storage rooms and warehouses of the County as the Board provides. (Code 1950, § 15-376; 1950, p. 125; 1962, c. 623, § 15.1-712; 1972, c. 820; 1982, c. 647; 1997, c. 587.)

An effective purchasing system shall provide a summary of outstanding purchase orders at any time (i.e., encumbrances) and asset management from over encumbering an appropriation. All available appropriations shall be checked and verified before a purchase order is issued. Although it is the responsibility of the department head to keep expenditures within the appropriated budget, this is verified by Central Purchasing prior to the issuance of each purchase order. The County's Central Purchasing System is also an integral part of its accounting system.

To the maximum extent feasible, purchasing requirements shall be automated as a part of the County's accounting software. The issuance of the actual purchase order, recording the encumbrance and budgetary reports are processed within the same accounting software.

Intent of Chapter:

This chapter outlines the recommended use of purchase requisitions for all departments and offices in Greene County. Rules and procedures for preparing purchase requisitions shall be closely followed if the central purchasing system is to be successful.

The County of Greene, Virginia, permits through its Purchasing Agent or the appointed designees, purchases for goods and services up to \$500.00 without any purchase requisition or purchase order. The County does require the Purchasing Agent to obtain goods and services in an open, fair and competitive manner selecting products best suited to the operation of the County government. The Board does not require the Purchasing Agent to select items exclusively on the basis of price. Rather, the Purchasing Agent is directed to approach procurement considering cost, merchantability, obsolescence, service and vendors as circumstances dictate.

Advance Preparation of Requisition: Purpose: Authorized Department Personnel:

All County departments and offices shall submit a requisition for purchase (Exhibit 1) for any item totaling \$500.00 or more. Every requisition for purchase shall be prepared well in advance of the need for the goods or services so the Purchasing Agent shall be able to obtain competitive prices and still allow ample time for delivery. The department head or the duly authorized representative shall complete the requisition for purchase. Department heads or their representatives are authorized to obtain written quotes.

Preparation in Duplicate: Numbering:

The requisition for purchase shall be prepared in duplicate and numbered by each department. The *original* shall be sent to the Purchasing Agent. The *copy* shall be retained by each department in their files.

Responsibility of Originating Department: Specification of Vendors: Final Choice of Vendor:

The originating department shall be responsible for resolving any questions regarding the anticipated purchase before the purchase requisition is forwarded to the Purchasing Agent. All requests shall specify suggested vendors, however it shall be noted that the Purchasing Agent reserves the right to make the final choice of a vendor.

Required Contents and Indications:

- A. The requisition for purchase shall be dated in the right corner. The department making the requisition shall be filled in. When the department has more than one division within it, the division for which the requisition is prepared shall also be noted. The account to which the purchase is to be charged shall be indicated on the requisition. The County's chart of accounts contains the accounts used by each department. The account number shall be proper and have a balance sufficient to cover the purchase before the requisition is processed. The shipping address on the requisition shall be as specific as possible. This address shall include a street address and the room number, if applicable. The date the goods or services are required shall be included on each requisition. This shall always be a specific date and not simply marked "soon" or "rush."
- B. The details of the goods or services requisitioned shall be clearly stated on the purchase requisition. The quantity shall be indicated as well as the units in which the goods are ordered (i.e., pounds, dozen, each). From past experience, the using department shall include the estimated price for each unit and the four written quotes if purchases are estimated to cost between \$5000.00 and \$50,000.00. If this happens and all prices exceed the maximum allowable, the requisition may be processed no further. Finally, the total price is extended by multiplying the number of units by the price per unit.
- C. The department head or his authorized representative shall certify on each requisition that the items requested are necessary and that funds are available for the purchase by comparing requisitions with periodic budget comparison reports furnished to department heads by central accounting. If funds are not sufficient, a transfer between budgeted accounts shall be submitted prior to the requisition.

Purchase Limit Requirements:

The following requirements are applicable to all purchases except those governed by "Special Situations":

- A. Up to \$500.00 per item:

The County of Greene, Virginia permits, through its Purchasing Agent or the specified designees, purchases for goods and services up to \$500.00 per item without any purchase requisition or purchase order.

- B. \$500.00 to \$5000.00:

For purchases between \$500.00 and \$5000.00, there shall be three (3) verbal quotations obtained and submitted with the requisition.

C. \$5000.00 to \$50,000.00:

For purchases between \$5,000.00 and \$50,000.00 (or such other amounts that shall be authorized by Section 11-41(F) of the *Code of Virginia* as amended) there shall be four (4) written quotations solicited from possible suppliers or bidders. The Purchasing Agent, specified designee, or the department head shall obtain all written quotations and attach them to the requisitions.

Split Purchasing:

Occasionally, an office makes several purchases at one time under \$500.00 in order to avoid going through the purchase order procedure. This practice, known as split purchasing, is detrimental to the goal of exercising proper fiscal control over County expenditures. If this practice becomes the rule rather than the exception, the remedy that shall be employed shall be to require purchase orders for all expenditures, regardless of an amount, or suspending authority to purchase.

Formal Bidding Procedure:

A. Requisition over \$50,000.00:

Any requisition of supplies, materials, equipment and services totaling over \$50,000.00 (or such other amounts that shall be authorized by Section 2.2-4303 (G) of the *Code of Virginia* as amended) shall be obtained through a formal bidding procedure, pursuant to the provisions of Section 2.2-4300 et seq of the *Code of Virginia* as amended.

B. Bid Quotations: Required Contents:

The Purchasing Agent shall request bid quotations in writing to include the following information:

- a. The department or office requesting bids.
- b. The specific deadline for the submission of sealed bids which includes the date, time and place. All sealed bids are to be clearly marked on the envelope.
- c. The amount and type of bond required, if any.
- d. The description of the items or work to be done.
- e. Completion date.
- f. Trade-in information, if applicable.
- g. Conditions of delivery.
- h. Notification of requirement that all bidders shall submit signed statements of noncollusion with other bidders on the bid in question.
- i. Place where complete plans and specifications can be obtained or reviewed.

C. Procedure for Awarding or Rejecting Bids: Record keeping:

Bids shall be opened and read at the specified time and place at a meeting open to public. Bids not received on time shall be returned unopened. Any or all bids may be rejected. All bids are formally awarded by the Greene County Board of Supervisors or by the Purchasing Agent in accordance with Board directives.

D. Exemptions:

Bidding is not required for the following (when the process is in compliance with the *Virginia Public Procurement Act*):

1. Items that are on established Virginia State Contracts.
2. Sole source items.
3. Any supplies, equipment, services, contracts, etc., when approved in advance by Board of Supervisors.
4. Dues, subscriptions, utilities, etc.
5. Items traded or exchanged with another locality.

Special Situations

During the normal course of County government operations a number of special situations arise when purchasing goods or services. They are considered to be special for a variety of reasons such as infrequency of occurrence, technical considerations or need for uninterrupted supply. The County has anticipated and identified most of these circumstances for which applicable procedures have been developed. The following section of this chapter addresses the purchasing rules for special situations.

1. Equipment Repairs:

For equipment not covered by a service agreement, the responsible department shall order the repair after evaluating the situation to make sure the cost of the repair shall not exceed the replacement cost of the equipment. If the estimated cost of the repair exceeds \$500.00, the purchase limit requirements previously established apply. It is the responsibility of the using department to ascertain that funds are available before authorizing the work.

2. Professional Services:

The County may elect to follow the Virginia Public Procurement Act for professional services. In that case, the County does not require purchase

requisitions for professional services not expected to exceed the limits as established. The Purchasing Agent or the designee requires specific approval and a purchase order or contract. Services in excess of the limits shall be obtained through “competitive negotiation” as set forth by the Act.

3. Negotiation with Lowest Responsible Bidder:

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 Purchasing Agent may negotiate with the apparent low bidder to obtain a contract price within available funds provided notice of such possibility was contained in the invitation to bid. (Code of Virginia, Section 11-53)

4. Award for Tie Bids:

1. In the case of a tie for the low bid, other things being equal, if only one (1) such bidders is located in Greene County, then preference shall be given to such bidder.
2. In the case of a tie for the low bid, and assuming that subsection 1 above is inapplicable, other things being equal, if only one (1) of such bidders is a resident in the state, or has bid goods, service, or construction to be produced in the state, then preference shall be given to such bidder.
3. In the case of a tie for the low bid, and assuming that subsections (1) and (2) above are inapplicable, the Purchasing Agent shall invite such tie bidders to resubmit written bids below the original bid, and award shall be made to the lowest responsive bidder who rebids. Any verbal price quote shall be confirmed in writing.
4. In the event that none of the foregoing provisions of this section resolve the tie, the Purchasing Agent may award the contract by lot to one (1) of the tied bidders, or may cancel the solicitation and rebid.

Procedures for Emergency Purchases:

Instances may arise in which the defined purchasing system does not secure the needed goods or services within the necessary time frame.

The definition of an emergency would include a breakdown or imminent potential breakdown in essential services, or circumstances under which goods or services are needed for immediate use in work which may vitally affect the health, safety and welfare of the public, or which may interrupt the normal operations of County services as well as other appropriate circumstances.

A. Emergency Procedures During Normal Business Hours:

The user department shall immediately notify the Purchasing Agent, who shall either supply or purchase the needed items directly, or shall authorize the using department to do the same (if the purchase exceeds the minimum stated in Purchase Limit Requirements, Section A). For purchases under the minimum, the user department may purchase the needed items directly.

B. Emergency Purchase Procedures Outside Normal Business Hours:

The user department shall directly purchase the needed items, and the department head shall forward to the Purchasing Agent a completed purchase requisition, delivery ticket, receipt or other documentation with a brief written description of the circumstances regarding the purchase.

A purchase order is a formal offer by the County to purchase goods or services from a supplier or vendor for future delivery. The purchase order is an offer and may be withdrawn by the County at any time up until it is accepted in writing or by the beginning of performance in the case of services.

Issuance Procedure:

Once the certified requisition for purchase has been received by the Central Purchasing Department, Central Purchasing shall verify that the unencumbered balance exists sufficient to meet the obligation. Upon confirmation of the availability of funds, the actual purchasing process begins. The requisition is verified for accuracy and compliance with the dollar limits set forth in the purchasing policy. Additionally, Central Purchasing shall commence or supervise the formal bidding process, if applicable. Finally, after the optimal vendor is determined, a Purchase Order (Exhibit II) is prepared from the County's accounting software system. The Purchasing Agent or the appointed designee shall sign all purchase orders.

The County currently operates an accounting software system. This accounting system contains a purchase order module that automatically processes the County purchase orders. The purchase orders can be added, changed, posted, liquidated and printed. The purchase order number is automatically assigned by the system. To the fullest extent producible, the County shall produce all the purchase orders through the accounting software system.

Distribution of Copies:

1. After processing the purchase order through the Accounting System, the original copy shall be mailed directly to the vendor by Central Purchasing.
2. The second copy (yellow) shall be sent back to the department for their records.
3. The third copy (pink) shall be retained by Central Purchasing.
4. The fourth copy (goldenrod) shall be sent back to the department making the requisition. This copy is to be matched with the invoice and returned to Accounting with the payment voucher to allow for processing of payment.

When the goods are actually received by the department, the items and quantities shall be checked against the purchase order. After items have been checked in, the department head or the department representative shall sign the receiving copy of the purchase order to indicate the receipt of the goods. This copy shall then be forwarded to Accounting with the proper payment voucher.

SPECIAL NOTE:

In the event any major stockholder or officer of the vendors company is an employee or elected official of the County of Greene, the purchase order is null and void, unless accompanied by an official letter of approval signed by the County Administrator.

Functional Responsibility for Purchase Order System Flow:

The following is a description of functional responsibility for purchase order flow within the system:

Department:

The department matches the receiving copy of the purchase order with the copy of the requisition for purchase. After preaudit, the copies are forwarded to the Accounting Clerk where they are matched with the invoice and Accounting's copy of the purchase order.

Accounting Clerk:

At this point, the receiving copy of the purchase order is compared in detail, line by line; with the vendor invoice to verify the County was billed only for those items actually received. A check is made that the prices on the purchase order and invoice are correct. Any discrepancies noted in these checks are resolved before further processing. The Clerk then reviews the information provided on the payment voucher. Subsequent to verification by the Finance Director, checks shall be prepared for the required signatures.

Accounting Office:

The Accounting Office has responsibility for maintaining the permanent copy of vendor invoice and receiving report. Accounting may, at any time, print a schedule of outstanding purchase orders for review and audit by the Purchasing Agent. This schedule shall show the vendor name and number, purchase order number, date and amount, and the account number charged. This shall show the total number and amount of the outstanding purchase orders.

In cases when all items on a purchase order are not received simultaneously, the department shall make a duplicate of the purchase order. The copy shall be marked "Partial Receiving" with vendor tickets attached, signed by the department head, and forwarded to Accounting with the payment voucher.

Generally, in order to minimize the possibility of simple transcription errors, judgment errors, or intentional defalcations, assigned duties and responsibilities for the various steps within a system shall be assigned to different individuals. This basic premise of good internal control gives integrity to the system and information obtained there from. When this separation of duties does not exist, the integrity of the system is compromised. The information from a compromised system shall be more closely scrutinized for accuracy before it can be relied upon.

This chapter details the requirements, procedure, etc., necessary to complete purchases as established in the *Code of Virginia*. The Virginia Public Procurement Act, as set forth in Chapter 43, Title 2.2-4300 of the *Code of Virginia*, mandates that certain procedures be followed when the County procures goods or services from a nongovernmental entity. The County of Greene shall follow these provisions and adhere to the guidelines as they are established or amended.

Responsibility:

The Board of Supervisors has the responsibility of the disposition of surplus equipment. County department heads shall notify the County Administrator of all property under their management deemed to be surplus. Usually, this notification takes place on an annual basis. Equipment and other County tangible personal property may be deemed surplus if it is no longer required, if it is not economically feasible to operate or repair, or if it is obsolete. It is the responsibility of each department to periodically review its equipment and determine that which is surplus. Then, the department head should notify the County Administrator in writing of property which shall be disposed of.

Review of Items by the County Administrator:

The County Administrator should review items that are submitted by the various departments. If the equipment may be of some use to other departments within the County, arrangement shall be made to have the items transferred. The remaining equipment shall be disposed of by public auction or sealed bids.

Notice of Sale: Solicitation of Sealed Bids: Disposition of Proceeds:

The County Administrator shall give public notice of the disposal sale, listing conditions for purchase and type of articles available. All sales will be final. Terms will be cash, money order, certified checks, or cashier's check.

Notice of sale shall be published in a newspaper of general circulation at least five days prior to sale if the equipment is over \$500.00 in value. Any property exceeding \$5000.00 (r such other amounts that shall be authorized by Section 15.2-1236(B) of the *Code of Virginia*) shall require solicitation of sealed bids.

The County Administrator will supervise all sale of property, turn the proceeds over to the County Treasurer, and report the sale to the Board of Supervisors. The County Administrator is responsible for the disposition of all property; none shall be disposed of without contacting the Administrator.

EXHIBITS

Exhibit I – Purchase Requisition

Exhibit II – Purchase Order

County of Greene
REQUISITION ON PURCHASING

(PREPARE IN DUPLICATE)

Date, 19....

Requested by For

Date Required Reason

Suggested Supplier

Address

Item	Quantity	Catalog No.	PLEASE ORDER ITEMS LISTED BELOW:	Unit Price	Amount
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

TOTAL \$.....

BUDGET CONTROL

ALLOWANCE FOR FY _____	\$.....
BALANCE AVAILABLE	\$.....
AMOUNT THIS PURCHASE	\$.....
REMAINING BALANCE	\$.....

Approved by:
 Department Head

Approved by:
 Purchasing Agent

COUNTY OF GREENE
P. O. BOX 358
STANARDSVILLE, VA. 22973
—
Telephone 804/985-5201

Nº

ABOVE ORDER NO. MUST
APPEAR ON ALL PAPERS AND
PACKAGES RELATIVE TO THIS
ORDER.

PURCHASE ORDER

TO _____

SHIP TO _____

DATE / /	SHIP VIA	ROUTING	DATE REQUIRED / /	TERMS	REQUISITION NO.
----------	----------	---------	-------------------	-------	-----------------

QUANTITY		PLEASE ENTER OUR ORDER FOR GOODS LISTED BELOW:			UNIT PRICE	TOTAL
ORDERED	RECEIVED	STOCK NUMBER	DESCRIPTION			

PLEASE SEND _____ COPIES OF YOUR INVOICE WITH ORIGINAL BILL OF LADING

Purchasing Agent _____

IMPORTANT: Please notify us immediately if you are unable to ship complete order by date specified.

RECEIVED BY _____ DATE RECEIVED / /

APPENDIX A
FORMS, NOTICES AND WRITINGS

Following are the forms, notices and writings that shall be required before a purchase can be completed as required according to the *Code of Virginia*.

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Invitation to Bid	15-18
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Request for Proposal	20-21
Public Notice of the Request for Proposal	22
Determination that only one offeror is fully qualified	23
Determination that competitive sealed bidding is either not practicable or not fiscally advantageous to the public	24
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Notice to irresponsible bidder	28
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Determination to proceed	30

INVITATION TO BID

County of Greene
P.O. Box 358
Stanardsville, VA 22973
(804) 985-5201

GENERAL CONDITIONS, INSTRUCTIONS, AND INFORMATION

1. Submission and Receipt of Bids:

- a. To be considered, all proposals shall be delivered in a sealed envelope, clearly marked with the words "BID PROPOSAL" and the name of the item being bid, and received in the Greene County Purchasing Office *prior* to the specified time for bid opening.
- b. The bidder shall place on the outside of the envelope the Virginia State Contractor's License of the company and the expiration date.
- c. Unless otherwise specified, bidders must use the proposal form furnished by the County. All portions, including specifications, must be returned when responding to a bid. Failure to do so may cause bid to be rejected.
- d. Proposals having any erasures or corrections shall be initialed by bidder in ink. Bids shall be signed in ink by an authorized officer of the company. All quotations must be typewritten or printed in ink.
- e. Separate proposals must be submitted for each item as well as a grand total, unless otherwise specified.
- f. When specified, a bid bond shall accompany each proposal with surety satisfactory to the County of Greene or a cashiers check or money order in an amount equal to _____% of the total bid price payable to the County of Greene. In the event of default by the bidder, the percentage deposit shall be retained and represent liquidated damages to the County.

2. Performance Bond:

The right is reserved to require the successful bidder to furnish a performance bond and/or a labor and material payment bond with surety satisfactory to the County of

Greene in the amount of the contract price at the time of or prior to execution of the contract.

3. Delivery Point:

All items shall be delivered F.O.B. destination and delivery costs and charges shall be included in the bid price. F.O.B. destination is interpreted to mean unloading and placing in the building or area as directed by the County, unless otherwise specified.

4. Quality:

All materials used for the manufacture or construction of any supplies, materials, or equipment covered by this bid shall be new. The items bid must be new, the latest model of the best quality and highest-grade workmanship.

5. Acceptance of Material:

Until such time as all conditions in this contract are fulfilled, the County has the right to refuse and return material at seller's expense.

6. Delivery:

Time will be of the essence for any orders placed as a result of this bid. The County reserves the right to cancel such orders, or any part thereof, without obligation if delivery is not made at times specified on proposal form, and declare the seller in default.

7. Default Provision:

In case of default by the bidder or contractor, the declaration of which shall be in the sole discretion of the County of Greene, the County may procure the articles or services from other sources and the defaulting bidder or contractor shall be liable for any and all costs in excess of the contract price occasioned by or resulting from such default whether directly or indirectly.

8. Pricing:

In the event of discrepancy in total pricing, unit prices will become the bid price.

9. Price Changes (Yearly Contracts):

If during the period of a yearly contract, the County of Greene is able to purchase the items and/or services at prices less than the contract price, the successful bidder shall

meet these prices or in the event of the failure to do so, the County of Greene may cancel the contract and negotiate for a new contract on the open market or rebid.

10. Copyrights or Patent Rights:

Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the goods shipped or ordered as a result of this bid, and seller agrees to hold the County of Greene harmless from any and all liability, loss, or expense occasioned by any such violations.

11. Licenses, Permits, and Fees:

All bids submitted shall include in the price the cost of any Business and/or Professional licenses, permits, or fees required by law.

12. Taxes:

The County of Greene is exempt from any taxes imposed by State and/or Federal Government. Certificate will be furnished upon request.

13. Certification and Ability:

The County of Greene reserves the rights to request from bidders separate manufacturer certification of all statements made in the proposal. Further, the County may request bidders to furnish proof of experience, ability, and financial standing.

14. Signed Bid Considered an Offer:

This signed bid shall be considered an offer to sell on the part of the bidder or contractor which offer shall be deemed accepted upon approval by the Board of Supervisors of the County of Greene. In case of a default on the part of the bidder or contractor after acceptance, the County of Greene may take such action, as it deems appropriate, including legal action for damages or specific performance.

15. Liability:

Bidder is responsible to see that all Local, State and/or Federal laws are complied with and hold the County of Greene harmless from any and all liability.

16. Bids:

The County of Greene reserves the right to accept or reject any or all bids or part of bids, to waive irregularities and technicalities, and to request rebids on the proposals. If the

bid determined to be the lowest responsive bid exceeds the available funds, the County may negotiate with that bidder to obtain a contract price with the available funds. The County also reserves the right to award the contract on such material the County deems will best serve its interests. It further reserves the right to award the contract on a split order basis, lump sum, or individual item basis, or such combination as shall best serve the interest of the County.

17. Non-Discrimination & Drug-Free Workplace Clause:

Every contract over \$10,000 shall include the provisions for non-discrimination and a drug-free workplace as stated in Section 11-51 and 11-51.1 of the *Code of Virginia*.

Conditions herein have been carefully read and this bid is submitted subject to all requirements stated herein. The undersigned hereby acknowledges and agrees if this bid is accepted to furnish all goods and/or services for which prices are quoted in strict accordance with the specifications.

Firm Name: _____

Telephone: _____

Authorized Signature: _____

Title: _____

Date _____

PUBLIC NOTICE OF INVITATION TO BID

ADVERTISEMENT FOR BIDS

Sealed bids will be received on behalf of the County of Greene, Virginia, at the Department Name, P.O. Box 358, Stanardsville, VA 22973, not later than (time) local time prevailing, month/day, year, and there publicly opened and read immediately thereafter for the construction of the following:

(Include description of the project here)

Drawings and specifications may be obtained from the Department, P.O. Box 358, Stanardsville, VA 22973, or by calling phone number.

REQUEST FOR PROPOSAL

The County of Greene, Virginia, invites qualified (indicate the type of provider here, i.e., attorney, certified public accountant, etc.) to submit proposals to (indicate generally the services to be provided) in accordance with the following specifications:

PERIOD: The contract will cover (indicate the period covered by the contract).

SCOPE: (Indicate the scope of the services to be provided)

REQUIREMENTS:

(Number) copies of the proposal should be forwarded to the Purchasing Agent, County of Greene, P.O. Box 358, Stanardsville, VA 22973, no later than (month/day), (year).

The proposal should include:

1. Title Page (Indicate the RFP subject, the name of the proposing firm, local address, telephone number, name of contact person and date).
2. Table of Contents
3. Letter of Transmittal
 - a) A statement by the prospective (indicate type of service provider) stating an understanding of the work to be done with a description of the approach to be taken and illustrations of procedures to be employed. Use of subcontractor firms should be indicated, if applicable.
 - b) The approximate date the work shall begin and end, if applicable.
 - c) Estimated total and per unit hours required to complete the engagement. Include subcontractor information, if applicable.
 - d) Biographies, including experience, of the individuals who shall be assigned to the engagement. Include subcontractor information, if applicable.
 - e) Name, address and telephone number of persons who shall be contacted for references.

SELECTION CRITERIA:

After receipt of all timely submitted and qualified proposals, the selection process shall include the following criteria in selecting the (indicate type of service provider) for competitive negotiations and recommendations to the governing body for contract award.

(Indicate the criteria to be used to select the service provider)

Based upon the above criteria, the County shall rank those firms submitting proposals. The top-ranked firm(s) will be contacted and fees will be negotiated. If a contract satisfactory to Greene County can be negotiated at a fair and competitive price, a recommendation to the Board of Supervisors for contract award will be made at the next regularly scheduled meeting.

PUBLIC NOTICE OF THE REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS

The County of Greene, Virginia, invites the submission of proposals to *(indicate services to be provided)*.

RFP packages can be obtained from the *(Department)*, County of Greene, P.O. Box 358, Stanardsville, VA 22973, or by calling *phone number*.

Proposals will not be considered if received after *(time)*, *(month/day)*, *(year)*.

ONE OFFEROR – QUALIFIED

Based upon a consideration of the following factors, the Board of Supervisors of the County of Greene, Virginia, has determined that *(name of offeror)* is (the only offeror under consideration that is fully qualified or clearly more highly qualified and suitable than the other offerors under consideration) and therefore, a contract for *(subject matter of contract)* will be negotiated with and subsequently award to *(name of offeror)*.

(Indicate factors considered in making the determination)

SEALED BIDDING DETERMINATION

Based upon a consideration of the following factors, the Board of Supervisors of the County of Greene, Virginia, has determined that the competitive sealed bidding is not (practicable/fiscally advantageous to the public) for the (subject matter of contract) and therefore competitive negotiations will be used instead to select a contractor.

(Indicate factors considered in making the determination)

ONE SOURCE AVAILABILTY

Based upon a consideration of the following factors, the Board of Supervisors of the County of Greene, Virginia, has determined that (contractor) is the only source available for (subject matter of contract) and, therefore, a contract will be negotiated and awarded to (contractor).

(Indicate factors considered in making the determination)

EMERGENCY/CONTRACTOR

Due to (subject matter of emergency) the Board of Supervisors of the County of Greene, Virginia, has determined that an emergency situation exists and, consequently, a contract is being awarded to (contractor) on an emergency basis for (subject matter of contract).

REJECTION/CANCELLATION OF BID

Due to the following reasons, the Board of Supervisors of the County of Greene, Virginia, is (rejecting/canceling) the (bid/proposal) for (subject matter of contract).

(Indicate reasons for rejection or cancellation)

NOTICE TO IRRESPONSIBLE BIDDER

Based upon a consideration of the following factors, the Board of Supervisors has determined that despite being the apparent low bidder, you are not a responsible bidder for the contract to (subject matter of contract).

(Indicate reasons for determination)

This determination will be final unless you appeal the decision within ten days (by invoking the administrative procedures meeting the standards of Section 11-71 of the *Code of Virginia*/by instituting legal action as provided in Section 11-70 of the *Code of Virginia*).

DECISION TO PROTEST AWARD

Due to the following reasons, the Purchasing Agent of the County of Greene, Virginia, is (denying/granting) the relief requested in your written protest dated (month/day), (year), regarding (basis of protest).

(Indicate reasons for decision)

This decision shall be final unless you appeal within ten days by (invoking administrative procedures meeting the standards of Section 11-71 of the *Code of Virginia*/instituting legal action as provided in Section 11-70 of the *Code of Virginia*)

DETERMINATION TO PROCEED

Based upon the following factors, the Board of Supervisors of the County of Greene, Virginia, has determined that, pending the outcome of the protest by (bidder/offeror) proceeding without delay with regard to the award of the contract to (subject matter of contract) is necessary (to protect the public interest/because the (bid/offer) will expire).

(Indicate factors considered in making the determination)