



DINWIDDIE COUNTY SMALL PURCHASE QUOTES
For Purchases up to \$9,999.99
****Attach This Form to Invoice****

DESCRIPTION & QUANTITY OF GOODS OR NON-PROFESSIONAL SERVICES:

VENDOR	1.	2.	3.
CONTACT			
PHONE #			
PRICE QUOTE			
DELIVERY TERMS			
PAYMENT TERMS			

DEPT MANAGER

DATE

DIVISION CHIEF

DATE

**DINWIDDIE COUNTY
RFP INFORMATION FORM**

RFP is required for procurement of all professional services and for competitive negotiation procurement where the aggregate or the sum of all phases is expected to be in excess of \$50,000.00. If the aggregate or sum of al phases is expected to be in excess of \$50,000.00, Board of Supervisors' approval of the award must be obtained.

DESCRIPTION OF GOODS OR SERVICES:

ESTIMATED DATE WHEN GOODS OR SERVICES ARE NEEDED: _____

ESTIMATED DATE WHEN RFP NEEDS TO BE RELEASED: _____

ESTIMATED DEADLINE FOR RECEIPT OF PROPOSALS: _____

ESTIMATED COST OF GOODS OR SERVICES: _____

CAPITAL ITEM? YES NO BUDGETED ITEM? YES NO

NAME OF CURRENT PROVIDER OF THESE GOODS OR SERVICES, IF APPLICABLE:

CURRENT CONTRACT AMOUNT, IF APPLICABLE: _____

CURRENT CONTRACT TERMS, IF APPLICABLE: (contract start and end date, and terms for renewal, if any) _____

County Employee

Date

Division Chief/Department Manager

Date

Division Chief Finance & General Services

Date

NOTE: YOU MUST ALSO COMPLETE ATTACHMENTS A AND B

DINWIDDIE COUNTY INSTRUCTIONS FOR IFB & RFP - ATTACHMENT A

With as much detail as possible, please provide the following information to be used in the preparation of an Invitation For Bids or a Request for Proposals:

- **STATEMENT OF NEEDS** – Provide a one or two line statement which briefly describes the product or services you desire. (*Examples: “A real estate market and retail market study analysis for a proposed 180 acre commerce park near Interstate 85 and U S Route 460 in Dinwiddie County, Virginia.” OR “Services of qualified certified public accountants/auditors to perform a financial and compliance audit for the County of Dinwiddie, Virginia.”*)
- **BACKGROUND** – Provide a brief paragraph giving background information which may be relevant to the bidder or offeror. This background information may contain population and/or geographical statistics for the County; may list existing systems or products with which the desired goods or services must work; may list existing systems or products which the desired goods or services will replace; and/or may reference studies, plans or other documents which are available, upon request, to the bidder or offeror. The information should provide a general overview of the County’s status with regard to the desired goods or services.
- **SPECIFICATIONS** – Provide detailed specifications which fully describe the product and/or services you require. (*Examples: Youth Football Jersey, 10 each, Alleson Athletic 100% nylon 100 denier tricot mesh body, 100% DAZZLE cloth yoke/sleeves, Lycra side inserts, Green #123 with “DINWIDDIE COUNTY” on front in #456 white 4” letters with gold #789 trim around letters above 4” number(s) in #456 white with gold #789 trim around number(s) , see attached list of number and sizes, Dixie Sporting Goods item number 1076141, delivered to Eastside Enhancement Center; Office Desk, 1 each, Hon model HS300, 3 drawers (1 file drawer) on each side, color: cherry, to be delivered and installed in Administration Building, Room 555; or Radio, Motorola XTS2800, 150MHz, 800 channels, 3x2 keypad model 2, Motorola item number 123456, to be delivered to the Public Safety Building, Room 200).*
- **TERMS** – Provide details of the anticipated timeline for the products or services. This may be a concrete start-and-end date (*example: a product which is to be delivered within sixty days from the date of the contract award*) or may be a one or two-year term. State the anticipated start date, anticipated end date and renewal options, if any.
- **PRE-BID/PRE-PROPOSAL CONFERENCE** – Provide request for a pre-bid/pre-proposal conference. This conference allows potential bidders or offerors to ask questions and obtain clarification regarding the solicitation. If you feel that the solicitation may need further clarification in a face-to-face setting, please provide the proposed date, time and place for such meeting. State whether the pre-bid/pre-proposal conference is mandatory or optional.
- **WRITTEN STATEMENT EXPLAINING USE OF RFP – for RFP only if other than a professional service** – An RFP is the document used for “competitive negotiation” procurement and is normally used for service contracts where price is not the most important consideration. However, competitive negotiation (RFP) can only be used where a determination is first made in writing that competitive sealed bidding (IFB) is not practicable or not fiscally advantageous to the locality. The writing must document the basis for such determination (unless the RFP is for professional services). Please provide a brief statement of justification.

DINWIDDIE COUNTY
IFB & RFP - ATTACHMENT A (continued)

STATEMENT OF NEEDS:

BACKGROUND:

SPECIFICATIONS AND SPECIAL REQUIREMENTS:

TERMS: (anticipated start date, anticipated end date and renewal options, if any)

PRE-BID/PRE-PROPOSAL CONFERENCE DETAILS:

WRITTEN JUSTIFICATION FOR USE OF RFP INSTEAD OF IFB (necessary for RFP only, unless procurement of professional services)

DINWIDDIE COUNTY INSTRUCTIONS FOR IFB & RFP - ATTACHMENT B

With as much detail as possible, please provide the following information to be used in the preparation of an Invitation For Bids:

- **SCOPE OF SERVICES/SPECIFICATIONS** – Provide a detailed description, expanding upon the previous “Statement of Needs” and addressing the specific details of the goods or services which are desired. The description should convey the general style, type, character and quality of the article or service desired. The Scope of Services should set out particular details regarding product specifications such as quality, quantity, size, workmanship, economy of operation, speed, brand names, makes or models (if applicable), warranty, and suitability for the purpose intended OR details regarding service specifications such as the desired result of such services, required reports, documents, presentations, timelines, certifications, etc.
- **QUALIFICATIONS OF BIDDERS** (if applicable) – List any qualifications you may require from a bidder/offeror in order to allow the County to make such reasonable investigations as necessary to determine their ability to perform the services or furnish the goods. *(Example: the County may reserve the right to inspect a bidder’s facility or may require resumes from key personnel.)*
- **EVALUATION AND AWARD CRITERIA** – In order of importance, list the criteria which will be used for evaluation and contract award. These criteria are to be used in the evaluation of qualifications for the development of a shortlist of bidders/offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County’s discretion to reflect relative importance. *(Examples: Prior experience in providing materials or services of similar scope and complexity; quality of work products as demonstrated in submitted work samples; resumes and professional experience of professional staff who will be providing services; life-cycle costing; fee structure; etc.)*

**DINWIDDIE COUNTY
EMERGENCY PROCUREMENT
DETERMINATION FORM**

The County of Dinwiddie has determined the need to use Emergency Procurement Procedures to procure the following goods or non-professional services:

This determination is based on the following:

The Vendor chosen to provide these goods/services is:

The reason for the selection of this particular Vendor is:

From our investigation, it was determined that the price is fair and reasonable in this particular Emergency situation.

Division Chief/Department Manager

Date: _____

Division Chief Finance & General Services

Date: _____

This written determination shall become a part of the contract file, and Public Notice of same shall be posted in a public area or published in a newspaper on the day that the contract award decision is announced or as soon thereafter as practicable.

~ SAMPLE ~

**PUBLIC NOTICE
OF EMERGENCY CONTRACT AWARD**

POP-UP SHELTERS

PLEASE TAKE NOTICE that on Tuesday, September 20, 2011, following a Category 4 hurricane which wiped out the Waterford Landing Subdivision, and with the knowledge and approval of the Division Chief Finance & General Services, the County of Dinwiddie awarded a contract on an emergency basis to XYZ Insta-Hut Corporation for the immediate delivery of 250 pop-up shelters in an amount not to exceed \$150,000.00 - thus the contract has been negotiated without competitive sealed bidding or competitive negotiation.

A copy of the Emergency Procurement Determination Form is on file in the Office of the County Administrator of Dinwiddie County, Pamplin Administration Building, 14016 Boydton Plank Road, Dinwiddie, Virginia 23841, and is available for public inspection during normal business hours.

This Public Notice shall be posted or published in a newspaper on the day that the Emergency contract award decision is announced or as soon thereafter as practicable.

**DINWIDDIE COUNTY
SOLE SOURCE PROVIDER
DETERMINATION FORM**

The County of Dinwiddie has determined that there is only one source that is practicably available to procure the following goods or non-professional services:

This determination is based on the following:

The Sole Source Provider is: _____

From our investigation, it was determined that the price is fair and reasonable.

Division Chief/Department Manager

Date: _____

Division Chief Finance & General Services

Date: _____

This written determination shall become a part of the contract file, and Public Notice of same shall be posted in a public area or published in a newspaper on the day that the contract award decision is announced or as soon thereafter as practicable.

~ SAMPLE ~

**PUBLIC NOTICE
OF SOLE SOURCE PROVIDER CONTRACT AWARD**

GIS SERVICES

PLEASE TAKE NOTICE that on Tuesday, September 20, 2011, the Board of Supervisors of Dinwiddie County, Virginia did approve a resolution to enter into a contract with WorldView Solutions to provide Geographic Information System (GIS) update, maintenance and technical support services in an amount not to exceed \$24,500.00 for the County of Dinwiddie. As WorldView Solutions was the developer of the County's enterprise GIS system, it was determined that WorldView Solutions is the only source practicably available to provide these services (a "sole source provider"), thus the contract has been negotiated without competitive sealed bidding or competitive negotiation.

A complete copy of the referenced resolution is on file in the Office of the County Administrator of Dinwiddie County, Pamplin Administration Building, 14016 Boydton Plank Road, Dinwiddie, Virginia 23841, and is available for public inspection during normal business hours.

This Public Notice shall be posted in a public area or published in a newspaper on the day that the contract award decision is announced or as soon thereafter as practicable.

SAMPLE - REQUEST FOR QUOTATIONS (RFQ)
[Parts A and B Below must be included with this RFQ]



COUNTY OF DINWIDDIE, VIRGINIA
14016 BOYDTON PLANK RD
PO DRAWER 70
DINWIDDIE VA 23841
<http://www.dinwiddieva.us>

REQUEST FOR QUOTATION
RFQ NAME: (dept assigned)
RFQ NUMBER

ISSUE DATE: *[Date]*

DUE DATE/TIME: *[Min 3 days after issue date]*

By Hand, Fax or Email, please quote ON THIS SHEET or your attached letterhead your best price as specified below. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR QUOTATION. Send additional data or illustrations if necessary. The order will be placed as a whole.

Issued by: Gene Jones, Director of Public Works
 Telephone: 804-469-4545 FAX (24 Hours a day): 804-469-4419
 Email: gjones@dinwiddieva.us

Item No.	Est. Qty.	Description	Unit Price	Total Price
1.	2 EA	Safe, Record, Fireproof, High Security Record Storage; UL Classified As To Fire And Impact Resistance, UL Class 350 Degrees – 1 Hour Rating; 19.6 Cu. Ft.; UL Explosion Rated; UL 30 Ft. Impact Rated; With The Following Accessories: Two (2) Legal File Drawers, Four (4) Adjustable Shelves, Standard Lock/Combination Lock Option; Color: Brown; 1 Year Warranty; Schwab 2557CN Or Approved Equal Manufacturer and Model: _____	\$ _____	\$ _____
2.	1 LT	Inside Delivery And Set Safe In Its Designated Location at 14016 Boydton Plank Road, Dinwiddie, VA 23841, 2 nd Floor, Attn: Jane Smith. (There is an elevator with sufficient weight capacity in the building.)	\$ _____	\$ _____

GRAND TOTAL: \$ _____

Submission Date: _____
 Delivery can be made in _____ Days. Payment Terms: _____ Federal Tax ID#: _____
 Name of firm: _____ Phone #: _____
 By (signature): _____ Fax #: _____
 Type/Print Name: _____ Address: _____
 Email Address: _____

PART A GENERAL INFORMATION FOR BIDDERS

1. **Quote Form:** All quotations must be submitted on or in accordance with this form or company letterhead. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the Bidder may attach a letter thereto which will be made a part of the quotation. All quotations must be submitted and plainly marked using the RFQ number and date. Verbal quotations will not be accepted.
2. **Due Date:** Quotations and amendments thereto, or withdrawal of quotations submitted, if received by the County after the due date specified, may not be considered. It will be the responsibility of the Bidder to see that his/her quotation is in the Procurement Office by the specified due date.
3. **Prices:** Prices should be stated in units of quantity specified, with packing and delivery to destination included, less Federal, State and local taxes, as applicable.
4. **Delivery Date(s):** The time of proposed delivery/completion must be stated in definite terms. If delivery for different commodities varies, the Bidder shall so state. Length of time for delivery/completion as well as price may be considered in awarding of the RFQ.
5. **Samples:** Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Bidder's risk and expense.
6. **Quotations:** All prices and notations must be in ink or typewritten. No erasures permitted. Mistakes may be crossed out and corrections made in ink adjacent and must be initialed in ink by the person signing the quotation. Quotations must show unit price, total price, and grand total. In case of error in the extension of prices, the unit price shall govern.
7. **Substitutions:** Unless qualified by the provision "NO SUBSTITUTE", the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict Bidders to the manufacturer, brand, make or catalog designation identified. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which quotations are submitted must be of such character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified and must have an equal warranty. In submitting quotations on a commodity other than as specified, Bidder shall furnish complete data and identification with respect to the alternate commodity he/she proposes to furnish. Consideration will be given to quotations submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the County. If the Bidder does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the Bidder proposes to furnish the exact commodity specified in the item description.
8. **Collusion:** Bidder declares that the quotation is not made in connection with any other Bidder submitting a quotation for the same commodity or commodities, and that the quotation is bona fide and is in all respects fair and without collusion or fraud.
9. **Award:** Award will be made to the most responsible and responsive Bidder. The quality of the commodities to be supplied, their conformity with the specifications, their suitability to the requirements of the County, and the delivery terms will be taken into consideration in making the award. The County reserves the right to award by item, groups of items or total; to reject any and all quotations in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the County will be served.

10. **Discounts:** Cash discounts may be offered by Bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie quotations. The discount period will be computed from the date delivery at destination is accepted by County and/or completion is accepted by County or from date correct invoice is received by County, whichever is the later date.
11. **Quote Acceptance:** Acceptance of a quotation by the County is not an order to ship or to begin work. Each quotation is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the Bidder and the County, which shall bind the Bidder on his part to furnish and deliver the items quoted on at the prices stated and in accordance with the conditions of said accepted quotation; and the County on its part to order from such Bidder, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items specified, ordered, and delivered.
12. **Equipment/Products:** Any equipment/products delivered must be standard new equipment/products of the latest model, except as otherwise specifically stated in quotation. Where any part or nominal appurtenances of equipment/product is not described, it shall be understood that all equipment/products and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
13. **Default:** In event of default by the Contractor/Vendor, the County reserves the right to procure the commodities and/or services from other sources, and hold the Contractor/Vendor liable for any excess cost incurred thereby. If, however, the Contractor/Vendor is in default for not providing specified commodities and public necessity requires use of commodities not conforming to the specifications, they may be accepted, at County's option, and payment therefore shall be made at a proper reduction in price.
14. **Copyrights/Patents, Etc.:** The Contractor/Vendor guarantees to save the County, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.
15. **Signatures:** All quotations must be signed by a responsible officer or employee, authorized by the Contractor/Vendor, and must include the firm's legal name. Obligations assumed by such signature must be fulfilled.
16. **Quote Verification:** Verify your quotations before submission as they cannot be withdrawn or corrected after the due date.
17. **Applicable Laws:** The contract/purchase order shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this contract/purchase order shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.
18. **Availability of Funds:** It is understood and agreed between the parties herein that the County shall be bound by this RFQ only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

19. **Assignment of Contract/Purchase Order:** A contract/purchase order shall not be assignable by the Contractor/Vendor in whole or in part without the written consent of the County.
20. **Clarification of Terms:** If any prospective Bidder has questions about any specifications or other solicitation documents, the prospective Bidder should contact the person issuing the RFQ whose name appears on the face of the solicitation no later than three working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the person issuing the RFQ.
21. **Testing and Inspection:** All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the County. The County's decision of approval or disapproval of a proposed product shall be final.
22. **Taxes:** Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a quotation.

PART B
GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment 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, 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.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of

the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
4. Automobile Liability - \$1,000,000 per occurrence.
5. Professional Liability - \$1,000,000 per occurrence.
6. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) 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 Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

(1.) To Prime Contractor(s):

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- d. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

(2) To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors 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 Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall 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. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described

above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.

SAMPLE - REQUEST FOR PROFESSIONAL SERVICES (RFPS)

[Parts A and B Below must be included with this RFPS]



COUNTY OF DINWIDDIE, VIRGINIA
14016 BOYDTON PLANK RD
PO DRAWER 70
DINWIDDIE VA 23841
<http://www.dinwiddieva.us>

REQUEST FOR PROFESSIONAL SERVICES

RFPS NAME: (dept assigned)

RFPS NUMBER

ISSUE DATE: *[Date]*

DUE DATE/TIME: *[Min 3 days after issue date]*

By Hand, Fax or Email, please complete this RFPS form and submit with your proposal for the referenced services. PLEASE DO NOT FAIL TO SIGN AND DATE YOUR PROPOSAL. Send additional data or illustrations if necessary.

Issued by: Gene Jones, Director of Public Works

Telephone: 804-469-4545

FAX (24 Hours a day): 804-469-4419

Email: gjones@dinwiddieva.us

STATEMENT OF NEEDS – *Provide a one or two line statement which briefly describes the services you desire.*

BACKGROUND – *Provide a brief paragraph giving background information which may be relevant to the offeror. This background information may contain population and/or geographical statistics for the County; may list existing systems or products with which the desired services must work; may list existing systems or products which the desired services will replace; and/or may reference studies, plans or other documents which are available, upon request, to the offeror. The information should provide a general overview of the County's status with regard to the desired services.*

QUALIFICATIONS OF BIDDERS – *List any qualifications you may require from an offeror in order to allow the County to make such reasonable investigations as necessary to determine their ability to perform the services. (Example: the County may reserve the right to inspect a bidder's facility or may require resumes from key personnel.)*

EVALUATION AND AWARD CRITERIA – *In order of importance, list the criteria which will be used for evaluation and contract award. These criteria are to be used in the evaluation of qualifications for the development of a shortlist of offerors to be considered for interviews and/or negotiations. Individual criteria may be assigned varying weights at the County's discretion to reflect relative importance. (Examples: Prior experience in providing materials or services of similar scope and complexity; quality of work products as demonstrated in submitted work samples; resumes and professional experience of professional staff who will be providing services; life-cycle costing; fee structure; etc.)*

Submission Date: _____

Delivery can be made in _____ Days. Payment Terms: _____ Federal Tax ID#: _____

Name of firm: _____ Phone #: _____

By (signature): _____ Fax #: _____

Type/Print Name: _____ Address: _____

Email Address: _____

PART A
GENERAL INFORMATION FOR OFFERORS

1. **RFPS Form:** All proposals must include a completed RFPS form. Proposals must be submitted and plainly marked using the RFPS number and date. Verbal proposals will not be accepted.
2. **Due Date:** Proposals and amendments thereto, or withdrawal of proposals submitted, if received by the County after the due date specified, may not be considered. It will be the responsibility of the Offeror to see that his/her proposal is in the Procurement Office by the specified due date.
3. **Samples:** Samples, when requested, must be furnished free of expense, and if not destroyed will, upon request, be returned at the Offeror's risk and expense.
4. **Collusion:** Bidder declares that the quotation is not made in connection with any other Bidder submitting a quotation for the same commodity or commodities, and that the quotation is bona fide and is in all respects fair and without collusion or fraud.
5. **Award:** 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 evaluation factors included in the Request for Professional Services (RFPS), including price, if so stated in the RFPS. Negotiations shall be conducted with the offerors selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each offeror selected, the agency shall select the offeror which, in its opinion, has made the best proposal and shall award the contract to that offeror. The County may cancel this RFPS or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (Code of Virginia, § 2.2-4359D). Should the County 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. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.
6. **Proposal Acceptance:** Acceptance of a proposal by the County is not an order to begin work. Each proposal is received with the understanding that the acceptance in writing by the County of the offer to furnish any or all services described therein, shall constitute a contract between the Offeror and the County, which shall bind the Offeror on his part to furnish and deliver the services proposed on at the prices negotiated and in accordance with the conditions of said accepted proposal; and the County on its part to order from such Offeror, if funding is appropriated, except for causes beyond reasonable control; and to pay for, at the agreed prices, all items specified, ordered, and delivered.
7. **Default:** In event of default by the Contractor/Vendor, the County reserves the right to procure the services from other sources, and hold the Contractor/Vendor liable for any excess cost incurred thereby. If, however, the Contractor/Vendor is in default for not providing specified services and public necessity requires use of services not conforming to the specifications, they may be accepted, at County's option, and payment therefore shall be made at a proper reduction in price.
8. **Copyrights/Patents, Etc.:** The Contractor/Vendor guarantees to save the County, its agents, officers or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the Contractor/Vendor is not the patentee, assignee or licensee.

9. **Signatures:** All proposals must be signed by a responsible officer or employee, authorized by the Contractor/Vendor, and must include the firm's legal name. Obligations assumed by such signature must be fulfilled.
10. **Applicable Laws:** The contract/purchase order shall be governed by the laws of the Commonwealth of Virginia. Venue for any action arising out of the performance of this contract/purchase order shall be with a state or federal court with jurisdiction in Dinwiddie County, Virginia. The Contractor/Vendor shall comply with all applicable federal, state and local laws, rules and regulations.
11. **Availability of Funds:** It is understood and agreed between the parties herein that the County shall be bound by this RFPS only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
12. **Assignment of Contract/Purchase Order:** A contract/purchase order shall not be assignable by the Contractor/Vendor in whole or in part without the written consent of the County.
13. **Clarification of Terms:** If any prospective Offeror has questions about any specifications or other solicitation documents, the prospective Offeror should contact the person issuing the RFPS whose name appears on the face of the solicitation no later than three working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the person issuing the RFPS.
14. **Testing and Inspection:** All products and services provided shall be in compliance/accordance with all applicable federal, state and local laws and regulations. The Contractor/Vendor agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor/Vendor gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. The County reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications and/or meet the needs of the County. The County's decision of approval or disapproval of a proposed product shall be final.
15. **Taxes:** Sales to the County are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. Sales tax, however, is paid by the County of Dinwiddie on materials and supplies that are installed by a Contractor/Vendor and become a part of real property. Contractors/Vendors are not exempt from paying taxes on these categories, as they are considered to be a cost of doing business and should be considered in pricing when preparing a quotation.

PART B
GENERAL TERMS AND CONDITIONS
to be included in every contract over \$10,000

A. Anti-Discrimination Against Faith-Based Organizations Statement by County:

The County does not discriminate against faith-based organizations. Contractor certifies to the County that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If Contractor is a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

B. Anti-Discrimination Statement by Contractor

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the Contractor agrees as follows:
 - a. The Contractor will not discriminate against any employee or applicant for employment 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, 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.
 - b. 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.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or Contractor.

C. Immigration Reform and Control Act of 1986:

Contractor certifies that it does not and will not during the performance of this contract knowingly employ unauthorized alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

D. Insurance:

Contractor certifies that it will have the following insurance coverage at the time the contract is awarded. If any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. Contractor further certifies that the Contractor and any subcontractors will maintain this insurance coverage during the entire term of

the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

7. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the County of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
8. Employer's Liability - \$100,000.
9. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The "County of Dinwiddie, Virginia, its Officers, agents, and employees" shall be named as additional insured on a primary basis and so endorsed on the policy. Such additional insured status shall be primary without participation by County's insurers.
10. Automobile Liability - \$1,000,000 per occurrence.
11. Professional Liability - \$1,000,000 per occurrence.
12. Umbrella Liability - \$1,000,000 per occurrence.

E. Drug-Free Workplace:

During the performance of this contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) 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 Contractor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

F. Payment:

(1.) To Prime Contractor(s):

- a. Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the Accounts Payable address shown on the purchase order/contract. All invoices shall show the County contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the County shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve the County of its prompt payment obligations with respect to those charges which are not in dispute (Code of Virginia, § 2.2-4363).

(2) To Subcontractor(s):

- a. Within seven (7) days of the Contractor's receipt of payment from the County for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract a Contractor awarded a contract under this solicitation is hereby obligated:
 - 1. To pay the subcontractor(s); or
 - 2. To notify the County and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
- b. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the County, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the County.

G. Authorization to Transact Business in the Commonwealth:

In order to contract with Dinwiddie County, contractors 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 Code of Virginia, Title 13.1 or Title 50 or as otherwise required by law. Pursuant to competitive sealed bidding or competitive negotiation, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 shall 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. Any bidder or offeror that fails to provide the required information shall not be awarded a contract unless a waiver of this requirement is granted by the County Administrator. Any business entity as described

above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at anytime during the contract. Dinwiddie County may void any contract with a business entity if that entity fails to remain in compliance with the provisions of this section.