



DINWIDDIE COUNTY PURCHASING POLICIES AND PROCEDURES

*Adopted: September 20, 2011
Last Revised: October 21, 2025*

**Administered by
Dinwiddie County Division of Finance**

*These Dinwiddie County Purchasing Policies and Procedures
supersede all prior policies, including that certain "Small Purchase Procurement Policy"
previously adopted on September 11, 2011, and revised February 18, 2014, August 18, 2015, September 19, 2017,
October 15, 2019, and September 15, 2020.*

1. INTRODUCTION/AUTHORITY

These Dinwiddie County Purchasing Policies and Procedures (the “Policies and Procedures”) are adopted pursuant to Section 2.2-4302 of the Code of Virginia, 1950, as amended. These Policies and Procedures and the Virginia Public Procurement Act (the “VPPA”, Sections 2.2-4300 through -4383 of the Code of Virginia, 1950, as amended, and as it may be amended from time to time), govern all Dinwiddie County purchasing transactions. All section references in this document are to the Code of Virginia, 1950, as amended. In case of discrepancies between these Policies and Procedures and the VPPA, the VPPA requirements shall prevail.

The Procurement Office is authorized to develop and maintain forms to implement these Policies and Procedures that are consistent therewith.

2. EFFECTIVE DATE

These Policies and Procedures shall take effect immediately upon adoption.

3. DEFINITIONS

A. For purposes of these Policies and Procedures, the following words and phrases shall have the following meanings ascribed to them by Dinwiddie County.

“*Department Manager*” collectively refers to County Department Managers, Deputy County Administrators, Constitutional Officers, or other staff as authorized by the County Administrator.

“*Invitation for Bids (IFB)*” is the document used to solicit formal bids for large purchases where the award is determined by the lowest responsive and responsible bidder. Bids are sealed.

“*Large Purchase*” is a purchase for (1) goods and nonprofessional services in which the aggregate cost or the sum of all phases is \$200,000 or greater, (2) professional services in which the aggregate cost or the sum of all phases is \$80,000 or greater, (3) non-transportation-related construction in which the aggregate cost or the sum of all phases is \$300,000 or greater, or (4) transportation-related construction in which the aggregate cost or the sum of all phases is \$25,000 or greater.

“*Micro purchase*” is a purchase under \$5,000. Micro purchases shall not require competitive bidding or competitive negotiation, although competition is encouraged, wherever practicable.

“*Non-Transportation-Related Construction*” is a construction project that does not require Virginia Department of Transportation approval.

“*Procurement Office*” and/or “*Procurement Officer*”, for the purposes of these Policies and Procedures, means the Deputy County Administrator-Finance or his/her designee.

“*Request for Proposals (RFP)*” is the document used to solicit formal proposals for large purchases where the award is based on factors other than price, but where price is still a factor.

“*Request for Quotations (RFQ)*” is the document used to solicit informal quotes or proposals for small purchases. The winning quote or proposal is determined by either the lowest price or other determining factors listed in the solicitation. Quotes and proposals are unsealed.

“*Small Purchase*” is a purchase for (1) goods and nonprofessional services in which the aggregate cost or the sum of all phases is not expected to exceed \$200,000, (2) professional services in which the

aggregate cost or the sum of all phases is not expected to exceed \$80,000, (3) non-transportation-related construction in which in the aggregate or sum of all phases is not expected to exceed \$300,000 or (4) transportation-related construction in which the aggregate or sum of all phases is not expected to exceed \$25,000.

“*Transportation-Related Construction*” is a construction project that requires Virginia Department of Transportation approval.

“*Written; writing; writings; in writing*” shall include any representation of words, letters, symbols, numbers, or figures, whether (i) printed or inscribed on a tangible medium or (ii) stored in an electronic or other medium and retrievable in a perceivable form and whether an electronic signature authorized by Chapter 42.1 (§et seq.) of Title 59.1 is or is not affixed. (*Code of Virginia*, § 1-13.32)

- B. For purposes of these Policies and Procedures, the following words and phrases shall have the meanings ascribed to them by the VPPA, as it may be amended from time to time. The definitions as of July 1, 2024 are reprinted below; however, please consult the most recent version of the VPPA to ensure the definitions have not changed.

“*Best value*” as predetermined in the solicitation, means the overall combination of quality, price, and various elements of required services that, in total, are optimal relative to County needs.

“*Construction*” means building, altering, repairing, improving, or demolishing any structure, building or highway, and any draining, dredging, excavation, grading or similar work upon real property.

“*Goods*” means all material, equipment, supplies, printing, and automated data processing hardware and software.

“*Multiphase professional services contract*” means a contract for the providing of professional services where the total scope of work of the second or subsequent phase of the contract cannot be specified without the results of the first or prior phase of the contract.

“*Nonprofessional services*” means any services not specifically identified as professional services in the definition of professional services.

“*Professional services*” means work performed by an independent contractor within the scope of the practice of accounting, actuarial services, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy or professional engineering.

“*Responsible bidder*” or “*offeror*” means a person who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance, and who has been prequalified, if required.

“*Responsive bidder*” means a person who has submitted a bid that conforms in all material respects to the Invitation to Bid.

“*Reverse auctioning*” means a procurement method wherein bidders are invited to bid on specified goods or nonprofessional services through real-time electronic bidding, with the award being made to the lowest responsive and responsible bidder. During the bidding process, bidders’ prices are revealed and bidders shall have the opportunity to modify their bid prices for the duration of the time period established for bid opening.

“Services” means any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment, materials and supplies.

4. DELEGATED AUTHORITY

Department Managers, or their designees, have the delegated authority to make micro purchases of less than \$5,000 **for goods only** without prior approval from the Procurement Office. Department Managers shall follow the Procurement Process Flowchart attached as Exhibit A when making purchases.

The County Administrator, or his designee, is the only person authorized to sign any contracts, purchase orders, quotes or agreements regardless of amount.

A Purchase Order shall be issued by the Procurement Office for all purchases over \$5,000. Any procurement for goods or services costing \$10,000 or more shall also require a written contract. All written contracts require approval and signature by the Department Manager, County Attorney and County Administrator. Any procurement for goods or services costing \$50,000 or more shall require approval by the Dinwiddie County Board of Supervisors prior to execution. When a contract requires Board approval, the Department Manager must prepare an explanatory memo for the Board meeting.

Any contract amendments or change orders shall be reviewed by the Procurement Office and approved by the County Administrator and County Attorney prior to incurring additional expenses and/or completing work. No fixed-price contract may be increased by more than twenty-five percent (25%) or \$50,000, whichever is greater, without advance approval of the Dinwiddie County Board of Supervisors.

5. GENERAL PROCUREMENT GUIDELINES

- A. Department Managers shall include the Procurement Office in planning for purchases \$5,000 and over so that reasonable timeline expectations can be set that are based on the type of project and the method of procurement needed.
- B. Tax Exempt - Dinwiddie County is exempt from sales tax for goods/services purchased in or delivered to Virginia; however, retail sales of prepared meals, charges for lodging and purchases of goods in other states are subject to sales tax. All staff making purchases on behalf of Dinwiddie County, no matter the dollar amount, are responsible for ensuring that no taxes are added to tax exempt purchases. If taxes are added to an exempt purchase, the employee who made the purchase is responsible for seeing that taxes are removed or credit received. Failure to remove taxes could result in the employee personally paying for taxes on that purchase. Tax exempt forms are available from the Procurement Office or on the County website.
- C. Any authorized online purchases shall be made from an account that is set up with tax exempt status. The Procurement Office is the only department allowed to setup online accounts on behalf of the County. An employee’s email address may not be used to setup an online account. See the Purchasing Charge Card Program Policy for details regarding purchases using the County’s PCards.
- D. All purchases for information technology equipment and services, including but not limited to computers, printers, telephones, mobile devices, hardware and software, must first be reviewed by the County’s Director of Information Technology prior to making a purchase.
- E. Before a department uses a new vendor, please check with the Procurement Office to verify the vendor is eligible to work with Dinwiddie County. The department may be asked to obtain a W-9.

- F. Split purchases are strictly prohibited. A split purchase is one in which the original purchase requirement for the same or similar goods or services is broken into multiple smaller purchases in order to avoid going through the formal procurement process. If the Procurement Office deems a department to be conducting split purchasing, the Procurement Office may require such department to go through the Procurement Office to procure all expenditures, regardless of amount.
- G. Any contract awarded that will be paid with federal funds shall comply with all applicable federal procurement standards 2 C.F.R §§200.317-200.326. Dinwiddie County's Terms and Conditions for Federally Funded Projects shall be included with each contract. **Credit card payments for federal or state funded projects, must be made using a non-rebate credit card. Department PCards may not be used for this purpose.** Departments should see the Procurement Office for the proper credit card.

6. RECEIPT OF GOODS/SERVICES AND PAYMENT OF INVOICES

Upon execution of a Contract or Purchase Order, the Department Manager or his/her designee shall oversee the product receipt or service completion.

Upon receipt of goods/services, department shall verify that all goods/services were received and in good condition. Anything missing, damaged, incomplete or not satisfactory to the Contract shall be reported to the vendor immediately. **If the Department Manager is unable to resolve an issue or has continuous issues with a vendor, they shall contact the Procurement Office for further assistance.**

The Department Manager shall review invoices and sign off only when all item(s) is/are received in satisfactory condition. Accounts Payable shall pay vendors following approval by Department Manager. It is recommended that purchases under \$5,000 be paid by County PCard when possible.

All invoices shall be sent from the vendor to Accounts Payable, PO Drawer 70, Dinwiddie, VA 23841 or emailed to accounting@dinwiddieva.us. Invoices shall **not** be sent directly to the departments or solely emailed to the department contact.

7. ETHICS IN PUBLIC CONTRACTING (SECTIONS 2.2-4367 THROUGH -4377)

- A. The provisions of Sections 2.2-4367 through -4377, relating to ethics in public procurement, shall apply to all Dinwiddie County procurement. Below is a summary of some key provisions:
- i. No public employee shall participate in a transaction when:
 - An employee is employed by the vendor involved.
 - An employee, their partner, or an immediate family member holds a position, is employed or owns/has interest of more than 5% in the vendor's company.
 - ii. No public body shall accept from or give gifts to vendors unless something of equal or greater value is exchanged.
 - iii. No kickbacks allowed.
 - iv. No person who writes a solicitation or scope of work shall submit a bid/proposal for the project.
- B. The following provisions also apply:
- i. County funds shall not be used for personal use items. Examples of these include office décor, tissues, coffee, coffee makers, etc.
 - ii. Fuel cards may only be used to fuel official County vehicles.
 - iii. When traveling, County funds shall not be used to purchase registrations, meals, and lodging for family members. See the County's Travel Policy and Procedures.

8. SMALL PURCHASE PROCUREMENT PROCEDURES

Pursuant to VPPA Section 2.2-4303(G), the following guidelines shall apply to single or term contracts (i) for goods and nonprofessional services in which the aggregate cost or the sum of all phases is not expected to exceed \$200,000, (ii) for professional services in which the aggregate cost or the sum of all phases is not expected to exceed \$80,000, (iii) for non-transportation-related construction in which the aggregate or sum of all phases is not expected to exceed \$300,000 and (iv) transportation-related construction in which the aggregate or sum of all phases is not expected to exceed \$25,000.

The sum of a purchase equals the total cost for all phases or terms. Example: If a contract is for 3 years, the sum of the purchase = [cost per year] x 3. This total shall be used when determining how to procure a product/service.

A. Goods or Nonprofessional Services Not To Exceed \$200,000

i. \$0.00 - \$4,999.99 (Micro Purchase)

Staff, with authority and approval of Department Manager to proceed, shall obtain a minimum of one (1) documented quote. Quotes must document vendor name, name of vendor's representative, date, phone number, and price quoted. Staff is encouraged, but not required, to obtain more than one quote. Staff shall make award to the vendor with the best price and shall place the order. It is recommended that payment be made via County PCard when possible.

ii. \$5,000.00 - \$9,999.99

Department Manager shall electronically complete a Purchase Requisition detailing the goods/services needed. The Procurement Office shall solicit quotes/proposals from vendors by using the Request for Quotations or other written means. Quotes shall be solicited from a minimum of three (3) vendors. Once quotes are received, and references and certifications checked, the Procurement Office shall make award to the lowest responsive and responsible vendor or best value and issue a Purchase Order.

iii. \$10,000.00 - \$49,999.99

Department Managers shall electronically complete a Purchase Requisition detailing the goods/services needed. Upon verification of funding by the Deputy County Administrator- Finance, the Procurement Office shall solicit quotes/proposals from vendors by using the Request for Quotations or other written means. Quotes shall be solicited from a minimum of three (3) vendors. Once quotes are received, references and certifications checked, the Procurement Office shall make the award to the lowest responsive and responsible vendor or best value. The Procurement Officer shall prepare a Contract which shall be approved as to form by the County Attorney and signed by the vendor, the Department Manager, and County Administrator. The Procurement Officer shall also issue a Purchase Order. The Procurement Office shall provide a copy of the Contract to the Department Manager upon execution.

iv. \$50,000.00 - \$199,999.99

Same as (iii.) above, except the contract must be approved by the Dinwiddie County Board of Supervisors prior to execution.

B. Professional Services Not To Exceed \$80,000. See Section 10 for architectural and engineering services.

i. \$0.00-\$4,999.99

Department Managers shall electronically complete a Purchase Requisition detailing the services needed. The Procurement Officer shall obtain a minimum of one (1) documented proposal. Proposals must document vendor name, name of vendor's representative, date, phone number, detailed description of services to be provided and price. Once references, certifications and insurance are checked, the Procurement Office shall issue a Purchase Order, incorporating the vendor's proposal.

ii. \$5,000.00-\$79,999.99

Department Managers shall electronically complete a Purchase Requisition detailing the services needed. Upon verification of funding by the Deputy County Administrator-Finance, the Procurement Office shall prepare a Request for Proposals (RFP) including the County's General Terms and Conditions. RFPs shall be posted on eVA and/or the County website and may be sent directly to local vendors that provide the service. Proposals shall be solicited from a minimum of three (3) vendors. The designated Selection Committee for the project, at least 3 people, shall evaluate all proposals based on criteria as set out in the RFP and then shall enter into negotiations with the offeror who, in their opinion, submitted the best proposal. Upon satisfactory negotiations, the County shall extend an offer of contract award. The Procurement Officer shall prepare a Contract which shall be approved as to form by the County Attorney and signed by the vendor, the Department Manager, and the County Administrator. The Procurement Officer shall also issue a Purchase Order. Contracts of \$50,000 and over must be approved by the Dinwiddie County Board of Supervisors prior to execution.

C. Non-Transportation-Related Construction Not to Exceed \$300,000

Department Managers shall electronically complete a Purchase Requisition detailing the services needed. The Procurement Office will determine the best method for procuring services. The Procurement Office shall follow similar procedures as listed in Section 8.A. If cost is \$300,000 or greater, see Section 9.A.

The Procurement Officer shall prepare a Contract to include the Contractor's detailed scope of work and pricing, General Terms and Conditions and any Special Terms and Conditions as related to the project. The Contract shall be approved as to form by the County Attorney and signed by the vendor, the Department Manager, and County Administrator. The Procurement Office shall provide a copy of the Contract to the Department Manager upon execution. A Purchase Order shall also be issued.

D. Transportation-Related Construction Not To Exceed \$25,000

Follow procedures set forth in Section 8.A. If cost is \$25,000 or greater, see Section 9.C.

9. LARGE PURCHASE PROCUREMENT PROCEDURES

A. Goods and/or Nonprofessional Services Where The Sum Of All Phases/Contract Periods Is Expected To Exceed \$200,000 and/or Non-Transportation Related Construction Where the Sum of All Phases/Contract Period is Expected to Exceed \$300,000

i. Competitive Sealed Bidding: Invitation For Bids ("IFB")

Department Managers shall electronically complete a Purchase Requisition detailing the goods/services needed. The Procurement Office shall use the information to prepare the Invitation for Bids (IFB), which shall detail the specifications and contractual terms and conditions applicable to the procurement. The IFB shall be approved by the County Attorney prior to issuance. Sealed bids shall be due to the County at a specified date and time.

After the deadline for receipt of bids, the Procurement Office shall review all bids, shall determine the lowest responsive and responsible bidder(s), and shall recommend to the Board of Supervisors that one or more contracts be awarded to such bidder(s). The contract(s) must be approved by both the Board of Supervisors and the County Attorney and signed by the vendor, the Department Manager and the County Administrator. The Procurement Officer shall issue a Purchase Order.

Multiple contracts may be awarded only when provided for in the IFB.

Construction may be procured only by competitive sealed bidding except as defined in Section 2.2-4303D of the VPPA.

ii. Competitive Negotiation: Request For Proposals (“RFP”)

If competitive sealed bidding for goods and/or nonprofessional services is either not practicable or not fiscally advantageous to the public, the Department Manager may request that the Procurement Office permit competitive negotiation for the procurement. See 9.B. below for the competitive negotiation process, with one difference: when using competitive negotiation for goods and/or nonprofessional services, the pricing/cost of services may be requested in the RFP. Pricing/cost of services may be a criterion on which the decision shall be based, but it need not be the sole or primary basis for the decision.

Construction may not be procured by competitive negotiation except as defined in Section 2.2-4303D of the VPPA.

B. Professional Services Where The Sum Of All Phases/Contract Periods Is Expected To Exceed \$80,000. See Section 10 for architectural and engineering services.

Competitive Negotiation: Request for Proposals

Department Managers shall electronically complete a Purchase Requisition detailing the services needed. Department Managers shall work with the Procurement Office to provide any specification or other information necessary. The Procurement Office shall use the information to prepare Request for Proposals (RFP), which shall detail the specifications, contractual terms and conditions, and criteria used to evaluate proposals. The RFP shall be approved by the County Attorney prior to issuance. Proposals shall be due to the County at a specified date and time.

After the deadline for receipt of proposals, a committee of at least 3 people shall evaluate all proposals based on the criteria set out in the RFP and shall determine which offeror, in their opinion, submitted the best proposal. Then, the committee shall enter into negotiations with such offeror. Non-binding estimates of total project costs (including man-hours) and/or price for services may be discussed beginning with the “negotiation stage”. Upon satisfactory negotiations with the offeror, the committee shall recommend to the Board of Supervisors that a contract be awarded to the offeror. The Contract must be approved by the Board of Supervisors and the County Attorney and signed by the Offeror, the Department Manager, and the County Administrator. The Procurement Officer shall issue a Purchase Order.

C. Transportation-Related Construction Where The Sum Of All Phases/Contract Periods Is Expected To Exceed \$25,000

Follow procedures set forth in Section 9.A.i.

10. ARCHITECTURAL & ENGINEERING SERVICES

Dinwiddie County may procure annual term contracts with multiple architectural & engineering firms using the RFP procedures set out in 9.B. above. During the contract term, projects should be distributed among the selected contractors according to demonstrated areas of experience and expertise, time for deliverables, and familiarity with like projects. All projects shall have a written task order, issued by the Procurement Office and signed by the department manager and the County Administrator, which clearly outlines the scope of work to include projected timeline and cost, using fair and reasonable prices, as negotiated. The fee for any single project shall not exceed \$2.5 million. The sum of all projects performed in one contract term (typically one year) shall not exceed \$10 million.

11. ELECTRONIC SUBMISSION ACCEPTANCE

Per § 2.2-4303 of the VPPA, the County accepts electronic submissions from vendors via the County's secured electronic procurement solution for all purchases.

12. EMERGENCY PROCUREMENT PROCEDURES (VPPA SECTION 2.2-4303(F))

Emergency procurement may be used to procure goods and services without the use of competitive sealed bidding or competitive negotiations. Emergency procurement may be used only in cases of emergency affecting public health, safety or welfare.

Term contracts for emergency goods and services shall be procured and kept up-to-date. It is recommended that all annual maintenance contracts contain emergency rates and clauses in them. The County shall make best efforts to use all available term, local, and cooperative contracts before using emergency procurement.

When procurement is necessary for immediate life and safety of a human being or recovery needs and when the Procurement Policy cannot be reasonably followed, after advising the Procurement Office, the Department Manager shall use the Emergency Procurement Determination Form to provide a written determination of the basis for the emergency and for the selection of the particular contractor. This written determination shall be included in the purchasing file. In addition, on the day that the contract award decision is announced (or as soon thereafter as practicable) a public notice shall be posted on the County website and/or on eVA stating that the contract is being awarded on an emergency basis, identifying that which is being procured, identifying the contractor selected, and the date on which the contract was (is being) awarded. When practicable under the circumstances, such procurement shall provide for competition and follow applicable procedures set forth in Sections 8 and 9. A purchase that may be eligible for reimbursement by FEMA or other federal funds, shall follow Section 5.G.

To the extent possible, equipment needed for emergency purposes shall be rented only, not purchased. The Federal Emergency Management Agency ("FEMA") and other disaster recovery agencies may not reimburse the purchase of equipment.

Refer to the County's Emergency Operations Plan, Code of Virginia §44-146.18:1, the Virginia Department of Emergency Management website at www.vdem.virginia.gov, and FEMA's website at www.fema.com for additional information.

13. SOLE SOURCE PROCUREMENT (VPPA SECTION 2.2-4303(E))

In cases where only one source (vendor) is practically available to provide the goods or services being procured, sole source procurement may be used. In sole source procurement, a contract may be negotiated and awarded to the sole source provider without competition.

When sole source procurement is necessary due to a lack of availability of alternate sources for a good or service, the Department Manager shall advise the Procurement Office of the need for sole source procurement and shall document the reasons sole source procurement is necessary on the Sole Source Provider Determination Form. Reasonable efforts should be made to obtain other quotes on substantially similar good or services prior to making a determination. The Sole Source Provider Determination Form shall be included in the purchasing file. A public notice shall be posted on the County website and/or on eVA stating that the contract is being awarded to a sole source provider, identifying the goods and/or services procured, identifying the contractor selected, and stating the date on which the contract is or was awarded on the day that the contract award decision is announced (or as soon thereafter as practicable). Upon award, the contract shall be processed per Section 4.

14. COOPERATIVE PROCUREMENT (VPPA SECTION 2.2-4304)

Dinwiddie County may participate in, sponsor, conduct or administer a cooperative procurement agreement on behalf of or in conjunction with one or more public entities provided that such cooperative procurement complies with the VPPA. Department Managers shall complete a Purchase Requisition detailing the goods/services needed, noting their request for use of cooperative procurement, and include the cooperative contract entity's name and contract number. Contracts shall be processed per Section 4.

15. PREQUALIFICATION (VPPA SECTION 2.2-4317)

Dinwiddie County may utilize prequalification procedures as set forth in the VPPA, Section 2.2-4317.

16. DESIGN/BUILD AND/OR CONSTRUCTION MANAGEMENT (VPPA CHAPTER 43.1)

Dinwiddie County may enter into design-build or construction management contracts as set forth in Chapter 43.1 of the Code of Virginia.

17. PUBLIC, ONLINE AND REVERSE AUCTIONING (VPPA SECTION 2.2-4303 (H), (I))

Dinwiddie County may utilize public, online and/or reverse auctioning provided that such procurement complies with the VPPA. Department Managers' requests to use public, online and/or reverse auctioning shall be handled by the Procurement Office on an individual basis.

18. SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES (SWAM) AND DISABLED VETERANS (VPPA SECTION 2.2-4310)

Dinwiddie County shall not discriminate against any bidder or offeror because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by state law relating to discrimination in employment. In order to facilitate the participation of small businesses and businesses owned by women and minorities and disabled veterans in procurement transactions, Dinwiddie County either shall include businesses selected from a list made available by the Department of Small Business and Supplier Diversity (<http://www.dsbsd.virginia.gov>) whenever solicitations are made and/or post the solicitation on the Commonwealth of Virginia's electronic procurement website (eVA) at <http://www.eva.virginia.gov>.

19. CONTRACTOR DEBARMENT (VPPA SECTION 2.2-4321)

The Dinwiddie County Board of Supervisors through its designee, the County Administrator, may debar contractors from contracting for particular types of goods, services, insurance or construction. A debarred contractor may not enter into negotiations to contract with the County or make an offer, proposal or bid in response to a Request for Proposals, an Invitation to Bid or any other form of solicitation by the County, for supplies, services, insurance or construction. Debarment of a contractor applies to any successor company formed with the same resources, owners or stockholders as the debarred entity.

Grounds for debarment include:

- A. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract.
- B. Conviction under state and federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a county contractor.
- C. Conviction under state or federal antitrust statutes arising out of the submission of bids or proposals.
- D. Violation of contract provisions, as set forth below, of a character which is regarded by the board of supervisors to be so serious as to justify debarment action:
 - i. Deliberate failure, without good cause, to perform in accordance with the specifications or within the time limit provided in the contract; or
 - ii. A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts; provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered to be a basis for debarment.
- E. Any other cause the County Administrator determines to be as serious and compelling as to affect responsibility as a contractor, including debarment by another governmental entity for any cause and violation of the ethical standards set forth in this chapter.

The Procurement Office shall establish procedures for the prompt reporting, investigation and referral of matters appropriate for consideration.

The steps in the debarment process are as follows:

- A. Once the County Administrator or his designee becomes aware of information that a contractor should be debarred, he or his designee shall review the information with the Procurement Office and shall determine the minimum debarment period. The minimum debarment period shall be commensurate with the seriousness of the cause.
- B. The County shall inform the contractor of the debarment by letter signed by the County Administrator and/or designee, sent certified mail, return receipt required, stating the reasoning for debarment and the minimum length of time that the contractor shall be debarred.
- C. The contractor shall have five (5) business days following receipt of the written letter in which to request a meeting with the County at which he/she shall be allowed to present written or oral evidence as to why the debarment should not occur.
- D. Upon the expiration of time for appeal, or upon the affirmation of the debarment penalty, as applicable, the County shall cause the contractor's name to be placed on the debarment list maintained in the Procurement Office.
- E. After a contractor's minimum debarment period expires, the contractor may request in writing to the County Administrator that the contractor wishes to have his name removed from the debarment list and to be reinstated as eligible to conduct business with the County. The contractor may include information supporting his reinstatement request.

- F. The County Administrator or designee shall review the debarred contractor's written request and shall notify the debarred contractor of his decision concerning reinstatement within ten (10) business days of receipt of said request.

20. EXEMPTIONS FROM COMPETITIVE REQUIREMENTS

Dinwiddie County has determined that competition normally is either not practicable or available for purchases of the following goods and services; however at least one quote must be obtained and documented.

- a. Entertainment Services (such as bands, clowns, and amusements, etc.) provided for the Dinwiddie County Fair
- b. Exhibition Rental Fees for exhibitions of historical artifacts or original works of art (The rental fee may include charges other than the rental of the exhibition, such as transportation costs.)
- c. Marketing and advertising services
- d. Training: including on and off-site training fees
- e. Dues, Subscriptions and Memberships
- f. Utility Charges: including electric, telecommunication, and natural gas
- g. Athletic Officials/Referees and League Fees: Umpires, referees, and other sports officials to officiate competitive athletic and sporting events sponsored by Dinwiddie County Parks & Recreation. The services include observing the play, detecting infractions of rules, and imposing penalties established by the rules and regulations of the various sports. Sports league fees are also exempt.
- h. Legal Services (Per §2.2-4344 of the VPPA)
- i. Used and Refurbished Equipment: Used equipment, which has been previously owned and used or factory rebuilt, offered for sale "where is, as is" may be negotiated by the County. Complete information describing the item must be provided to the Procurement Office along with the price being offered by the seller in writing. Prior to preparation of any contract or purchase order, the Procurement Office must obtain a written statement from a person who is technically knowledgeable of the type of equipment to be purchased, normally the end user, verifying the condition of the equipment, its future usefulness, and that its purchase would be in the best interest of the County.

Upon a determination in writing that the price is fair and reasonable for used equipment meeting the County's needs, a contract may be noncompetitively negotiated and awarded up to \$200,000. Any purchase over \$50,000 must be approved by the Dinwiddie County Board of Supervisors prior to execution.

- j. Perpetual Software and Hardware Maintenance: Competitively purchased software and hardware that requires annual maintenance and support including upgrades to keep the product current, is considered both proprietary and perpetual, as maintenance cannot be provided by anyone other than the source code or current holder. For that reason, maintenance does not require the same competitive justification as other purchases so long as the original purchase is competitive and the same company provides the maintenance, until the product is no longer utilized. Using departments must verify that the price is fair and reasonable and that the product or parts is still available through the current provider with each purchase.

Exhibit A – Dinwiddie Department Procurement Process

