

AGENDA NOTE – HRPDC EXECUTIVE COMMITTEE MEETING

ITEM #10: PROCUREMENT MANUAL

SUBJECT:

The Procurement Manual (Manual) is an internal document that sets forth detailed procurement methods and establishes standards for obtaining goods and services for the HRPDC and HRTPO.

BACKGROUND:

Board approval is required when staff implements new policies and procedures. The Manual was prepared by staff, using references from several other manuals, including the VPPA (Virginia Public Procurement Act). This document describes the processes required to purchase goods and services for the HRPDC/HRTPO. It also incorporates the use of minority businesses and contractors. This manual will be utilized by all staff when initiating the purchase of goods and services.

RECOMMENDED ACTIONS:

Staff recommends approving the Procurement Manual for purchases by the HRPDC/HRTPO staff members.

ATTACHMENT:

Procurement Manual

**HAMPTON ROADS
PLANNING DISTRICT COMMISSION**

**HAMPTON ROADS
TRANSPORTATION PLANNING ORGANIZATION**

PROCUREMENT MANUAL



November 2010

TABLE OF CONTENTS

	Page
INTRODUCTION	2
AUTHORITY and RESPONSIBILITY	2
TYPES OF PURCHASES and INTERNAL PROCEDURES	
Purchases of Goods	3
Purchases of Services, Insurance, Construction	3
Purchases of Professional Services	4
CONTRACT FORMATION and ADMINISTRATION	
Purchasing Requirements	
Goods and Services	5
Construction	5
Sole Source	5
Emergency Procurement	6
Cooperative Procurement	6
Modification of Contract	7
Contract Terms	
General	7
Discrimination	7
Drug-Free Workplace	8
Liability	9
Negotiation	9
Cancelation, Rejection of Bids	10
Sales Tax Exemption	10
INDEX OF TERMS	11

INTRODUCTION

The purpose of this Manual is to enunciate the HRPDC/HRTPO policies pertaining to government procurement from nongovernmental sources. Many of the policies reflected in this manual are designed after those found in the Virginia Public Procurement Act. The provisions found in the Virginia Public Procurement Act take precedence on any omissions in this manual.

To the end that the HRPDC/HRTPO obtains high quality goods and services at reasonable cost, that all procurement procedures be conducted in a fair and impartial manner with avoidance of any impropriety or appearance of impropriety, that all qualified vendors have access to public business and that no offeror be arbitrarily or capriciously excluded, it is the intent of the HRPDC/HRTPO that competition be sought to the maximum feasible degree, that procurement procedures involve openness and administrative efficiency, that the HRPDC/HRTPO enjoy broad flexibility in fashioning the details of such competition, that the rules governing contract awards be made clear in advance of the competition, that specifications reflect the procurement needs of the purchasing body rather than being drawn to favor a particular vendor, and that the purchaser and vendor freely exchange information concerning what is sought to be procured and what is offered. The HRPDC/HRTPO may consider best value concepts when procuring goods and nonprofessional services, but not construction or professional services. The criteria, factors, and basis for consideration of best value and the process for the consideration of best value shall be as stated in the procurement solicitation.

AUTHORITY AND RESPONSIBILITY

The Executive Director of the Hampton Roads Planning District Commission (HRPDC) and the Hampton Roads Transportation Planning Organization (HRTPO) shall be responsible for all procurement by the HRPDC/HRTPO. The Executive Director may delegate authority for procurement under these procedures to his/her designee of the HRPDC/HRTPO staff, provided that the actions of employees pursuant to such delegation are supervised and that these procurement procedures are complied with in all respect.

The guidelines found in this Manual are minimum procurement standards to be used by the HRPDC/HRTPO as stated in the Virginia Public Procurement Act (VPPA). Federal and other contractual guidelines may supersede these guidelines. Any questions should be directed to the HRPDC/HRTPO Chief Financial Officer (sometimes referred to in this Manual as the Procurement Officer).

The HRPDC/HRTPO is bound by certain procedures of the VPPA when making purchases of goods and non-professional services greater than \$50,000. In order to determine if the \$50,000 threshold is met, contracts that are multi-year or have options to renew must be aggregated. There are generally two acceptable procurement methods for purchases greater than \$50,000, Competitive Sealed Bidding (Invitation to Bid) and Competitive Negotiation (Request for Proposal). Sole Source and Emergency Procurement are the exceptions.

TYPES OF PURCHASES AND INTERNAL PROCEDURES

PURCHASES OF GOODS

For purchase of goods costing less than \$500:

A single quotation may be used. The quote may be obtained verbally or in writing. Approval from the Deputy Executive Director of the HRPDC or the HRTPO is required. This type of purchase may be made using the HRPDC/HRTPO's credit card, or by having the vendor invoice directly.

For purchase of goods costing between \$500 - \$5,000:

A Purchase Requisition Form (found on Financial Corner) must be completed. If the aggregate is not expected to exceed \$5,000, the item or service may be purchased using three (3) written quotes from three (3) different vendors. The following data should be documented: 1) item description or service offered, 2) price quoted, 3) date quote was obtained, 4) free on board point and freight terms, 5) delivery date, and 6) names of the persons giving and receiving the quote. If less than three (3) quotes are obtained, a written description of the process used to obtain quotes must also accompany the Purchase Requisition form, along with those quotes received. The Requisition Form must have the required signatures before submittal to the Procurement Officer in order for a Purchase Order to be processed. Purchases under this section shall provide for competition wherever practicable. An electronic copy of the selected quote should be e-mailed to the Procurement Officer at the time the Requisition Form is submitted.

For purchase of goods costing more than \$5,000:

The purchase of goods costing more than \$5,000 shall be procured by the competitive sealed bid process detailed in the Index of Terms following this section.

PURCHASES OF SERVICES, INSURANCE, OR CONSTRUCTION

For purchases costing less than \$5,000:

The purchase of services other than professional services, if the aggregate of the sum of all phases is not expected to exceed \$5,000, may be purchased using three (3) written quotes from three (3) different vendors. The following data should be documented: 1) item description or service offered, 2) price quoted, 3) date and quote was obtained, 4) free on board point and freight terms, 5) delivery date, and 6) names of the persons giving and receiving the quote. If less than three (3) quotes are obtained, a written description of the process used to obtain quotes must also accompany the Purchase Requisition form, along with those quotes received. The Form must have the required signatures before submittal to the Procurement Officer in order for a Purchase Order to be processed. Purchases under this section shall provide for competition wherever practicable.

For purchases costing more than \$5,000:

The purchase of services, other than professional services, costing more than \$5,000, shall be procured by the Competitive Sealed Bid process detailed in the Index of Terms.

PURCHASES OF PROFESSIONAL SERVICES

All Professional Services shall be procured by the Competitive Negotiation process detailed in the Index of Terms.

CONTRACT FORMATION AND ADMINISTRATION

PURCHASING REQUIREMENTS

Goods and Services

All HRPDC/HRTPO contracts with nongovernmental contractors for the purchase or lease of goods costing over \$5,000, or for the purchase of services, insurance, or construction, shall be awarded after competitive sealed bidding. Responders will have at least ten (10) days to respond to a solicitation for bid.

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

Upon a written determination by the Executive Director of the HRPDC/HRTPO that competitive negotiation is either: not practicable or not fiscally advantageous, insurance may be procured through a licensed agent or broker selected in the manner provided for the procurement of things other than professional services. The basis for this determination shall be documented in writing.

Construction

Construction may be procured only by competitive sealed bidding, except that competitive negotiation may be used in the following instance upon a determination made in advance by the Executive Director and set forth in writing that competitive sealed bidding is either not practicable or not fiscally advantageous to the public, which writing shall document the basis for this determination:

for the construction, alteration, repair, renovation or demolition of buildings or structures when the contract is not expected to cost more than \$1.5 million.

No contractor shall perform any work on a construction project for the HRPDC/HRTPO unless the contractor 1) has obtained, and continues to maintain for the duration of the work, worker's compensation coverage, 2) liability coverage, and 3) provides, prior to the award of contract, evidence of such coverage.

Sole Source

Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination. The HRPDC/HRTPO shall issue a written notice stating that only one source was determined to be practicably available, and identifying that which is being procured, the contractor selected, and the

date on which the contract was or will be awarded. This notice shall be posted in a designated public area and on the HRPDC/HRTPO websites or published in a newspaper of general circulation on the day the award is made.

Emergency Procurement

An Emergency Purchase is an occurrence of a serious and urgent nature that demands immediate attention. An emergency purchase can only be made in a quantity sufficient to resolve the emergency. Subsequent requirements must follow normal purchasing procedures.

In the case of an emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. The HRPDC/HRTPO shall issue a written notice stating that the contract is being awarded on an emergency basis, and identifying that which is being procured, the contractor selected, and the date on which the contract was or will be awarded. This notice shall be posted in a designated public area and on the HRPDC/HRTPO websites or published in a newspaper of general circulation on the day the award is made.

Cooperative Procurement

The HRPDC/HRTPO may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services, other than Professional Services.

The HRPDC/HRTPO may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies, except for:

Contracts for architectural or engineering services; or

Construction in excess of \$200,000.

The HRPDC/HRTPO may purchase goods and nonprofessional services from a U.S. General Services Administration contract or a contract awarded to any other agency of the U.S. Government.

MODIFICATION OF THE CONTRACT

A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than twenty-five percent (25%) of the amount of the contract or \$5,000, whichever is greater, without the advance written approval of the Executive Director. In no event may the amount of any contract, without adequate consideration, be increased for any purpose, including, but not limited to, relief of an offeror from the consequences of an error in its bid or offer.

The term of an existing contract for services may be extended to allow completion of any work undertaken but not completed during the original term of the contract.

If necessary, greater restrictions may be placed on contract modifications.

CONTRACT TERMS

General

This provision shall be present in all contracts: *“A contractor organized as a stock or non-stock 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.”*

This provision shall be present in all RFPs (Competitive Negotiations/Competitive Sealed Bids): *“A bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 to include in its bid or proposal the identification number issued to it by the State Corporation Commission. Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law shall include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized.”* Any bidder or offeror that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the Executive Director.

Any business entity that enters into a contract with the HRPDC/HRTPO 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 any time during the term of the contract, or the contract will be void.

Discrimination

In the solicitation or awarding of contracts, the HRPDC/HRTPO shall not discriminate against a bidder or offeror because of race, religion, color, sex (gender), national origin, age, disability, status as a service disabled veteran, or any other basis prohibited by law related to discrimination in employment. Whenever solicitations are made, the HRPDC/HRTPO shall include businesses selected from a list made available by the Department of Minority Business Enterprise.

Section 2.2-4311 of the VPAA states that:

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, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - 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 the requirements of this section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

This statement shall be present in all contracts: *“The contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.”*

Drug-Free Workplace

A drug-free workplace will be maintained by the contractor.

This provision will be present in all contracts: *“During the performance of this contract, the contractor agrees to 1) provide a drug-free workplace for the contractor’s employees; 2) 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; 3) 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 vendor.”*

Liability

These provisions will be present in all contracts:

The Contractor will maintain appropriate liability insurance coverage throughout the term of this Agreement, as follows:

- a. Name the HRPDC/HRTPO as an additional insured on Contractor's Commercial, General and Automobile liability policies and provide certificates or other evidence that the required insurance is in force.*
- b. Worker's compensation and employer's liability insurance as required by the Commonwealth of Virginia.*
- c. Automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, and owned, non-owned or hired vehicles with \$1,000,000 combined single limits.*
- d. Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of the Contractor or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.*
- e. Professional liability insurance of \$1,000,000 per claim and in the aggregate.*

It is the intent of the parties to this Contract that the HRPDC/HRTPO shall not be held liable for damages to the extent they are caused by the negligence of the Consultant.

Contractor's liability for the HRPDC/HRTPO's damages, not otherwise covered by required insurances, will, in the aggregate not exceed \$1,000,000. This provision takes precedence over any conflicting Article of the Contract or any document incorporated into it referenced by it. This limitation of liability will apply whether Contractor's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include Consultant's officers, affiliated corporations, employees, and subcontractors. Neither party shall be liable to the other for any special, incidental, indirect, or consequential damages.

NEGOTIATION

The HRPDC/HRTPO will accept the responsive bid from the lowest responsible bidder, except that if the bid from the lowest responsible bidder exceeds available funds, the HRPDC/HRTPO may negotiate with the apparent low bidder to obtain a contract price within available funds. However, the negotiation may be undertaken only under conditions and procedures described in writing and approved by the Executive Director prior to issuance of the Invitation to Bid and summarized therein.

CANCELATION, REJECTION OF BIDS

An Invitation to Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. The reasons for cancellation or rejection shall be made part of the contract file. The HRPDC/HRTPO shall not cancel or reject an Invitation to Bid, a Request for Proposal, any other solicitation, bid or proposal solely to avoid awarding a contract to a particular responsive and responsible bidder or offeror.

The HRPDC/HRTPO reserves the right to waive informalities in bids.

SALES TAX EXEMPTION

The HRPDC is classified as a government instrumentality and is not subject to paying sales tax. Please inform all vendors that the HRPDC is exempt. Verification forms are available in the finance department.

INDEX OF TERMS

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 need.

Competitive Negotiation: shall be used when a requirement exists, but definitive specifications cannot be described. It is a method of contractor selection that includes the following elements:

1. Issuance of a written Request for Proposal (RFP) shall include background information needed by the offeror and a Statement of Needs. The RFP should indicate, in general terms, that which is sought to be procured, specifying the factors that will be used in evaluating the proposal and containing, or incorporating by reference, the other applicable contractual terms and conditions, including any unique capabilities or qualifications that will be required of the contractor. Proposal instructions should state exactly what the offeror is to submit as a complete proposal. There should be 3 to 5 evaluation criteria and the criteria weights should equal 100. The RFP should include the evaluation criteria for goods and non-professional services. The RFP shall include General and Special Terms and Conditions, method of payment and pricing schedule, the date and time that the response is due.
2. Public notice of the RFP at least 10 days prior to the date set for receipt of proposals by posting in a public area normally used for posting of public notices and on the HRPDC/HRTPO websites and by publication in a newspaper or newspapers of general circulation in the area in which the contract is to be performed so as to provide reasonable notice to the maximum number of offerors that can be reasonably anticipated to submit proposals in response to the particular request. It may be mailed to a minimum of four (4) sources and should be expanded to include four (4) minority or women-owned businesses. Minority vendors shall be noted on the vendor solicitation list.
3. Proposals shall be stamped with the date and time received. Proposals may be opened and recorded privately after the closing date. Late proposals shall not be considered and will be returned unopened to the vendor. After opening the proposal, it should be evaluated for missing information. If information is missing, prompt submission of the missing information may be requested. If the vendor does not provide the missing information, the vendor's score shall be lowered.
4. Proposals, for all except Professional Services, shall be distributed with evaluation instructions to staff and/or Evaluation and Selection Committee members, if such a Committee is utilized. Each evaluator will award points based upon the evaluation criteria. A consensus evaluation will be prepared showing the names of the evaluators, names of all offerors, evaluation and point value for each and the consensus for each proposal. Based upon the scoring, two or more offerors will be selected for negotiation. The consensus evaluation sheet scoring should be double checked before selection of the two offerors for negotiation is made. Confirmation of any changes agreed to during negotiation shall be

obtained in writing. Upon selection of the vendor, the contracts shall be developed incorporating the RFP and negotiated changes.

5. A Notice of Award shall be posted for ten (10) days. After the ten-day period the contract can be executed. The HRPDC/HRTPO is encouraged to have RFPs and contracts reviewed by knowledgeable authorities before issuance. The project manager shall be assigned as the contract administrator to monitor contract compliance by the vendor and the HRPDC/HRTPO.
6. Procurement of Professional Services: Professional services are defined as accounting, actuarial, architecture, land surveying, landscape architecture, law, dentistry, medicine, optometry, pharmacy, and professional engineering. Competitive negotiation (RFP) is the ONLY procurement method that may be used to procure professional services. Although similar to the RFP Process for goods and services, there are significant differences. The RFP CANNOT ask for pricing and only one vendor can be negotiated with at a time in order of ranking. After evaluation of all the proposals, the best respondent is selected for negotiation. If a fair and reasonable contract is negotiated, an award can be made. If not, negotiations with Offeror 1 are terminated and negotiations with Offeror 2 begin. Once negotiations with an offeror are terminated, they cannot be resumed subsequently. If negotiations with all offerors fail, the RFP must be reissued. Offerors shall be informed of any ranking criteria that will be used by the HRPDC/HRTPO in addition to the review of the professional competence of the offeror. The RFP shall not, however, request that offerors furnish estimates of man-hours or cost for services. Proprietary information from competing offerors shall not be disclosed to the public or to competitors. Should the HRPDC/HRTPO determine in writing that only one offeror is fully qualified, or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror.
7. Procurement for other than Professional Services: To attain the objective of obtaining high quality goods and services at a reasonable cost, the following shall apply: The Request for Proposal (RFP) should include: 1) a description of the goods or services to be provided, 2) the due date and time that the quote is due, 3) to whom the quote should be returned, 4) all general and special terms should be included, and 5) any special requirements such as insurance or license. The RFP can be mailed, e-mailed, or faxed and a fax-back form should be included. The number of quotes should be expanded to include four (4) minority or women-owned businesses. Written quotes may be received until the specified due date and time. Then quotes should be tabulated upon receipt. The low quote should be selected and checked for responsiveness and responsibility of bidder. If acceptable, the purchase may be awarded. If not, the next lowest bidder should be selected. An award notice should be posted for ten (10) days.

Competitive Sealed Bidding: is a method of contractor selection, other than for professional services, which includes the following elements:

1. Issuance of a written Invitation to Bid containing, or incorporating by reference, the specifications and contractual terms and conditions applicable to the procurement. Unless the HRPDC/HRTPO has provided for prequalification of bidders, the Invitation to Bid shall include a statement of any requisite qualifications of potential contractors. When it is impractical to prepare initially a purchase description to support an award based on prices, an Invitation to Bid may be issued requesting the submission of un-priced offers to be followed by an Invitation to Bid limited to those bidders whose offers have been qualified under the criteria set forth in the first solicitation.
2. Public notice of the Invitation to Bid at least 10 days prior to the date set for receipt of bids by posting in a designated public area and on the HRPDC/HRTPO websites, or publication in a newspaper of general circulation, or both.
3. Public opening and announcement of all bids received.
4. Evaluation of bids based upon the requirements set forth in the invitation, which may include special qualifications of potential contractors, life-cycle costing, value analysis, and any other criteria such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose, which are helpful in determining acceptability.
5. Award to the lowest responsive and responsible bidder. When the terms and conditions of multiple awards are so provided in the Invitation to Bid, awards may be made to more than one bidder.

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.

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.

Goods: means all material, equipment, supplies, printing, and automated data processing hardware and software.

Informality: means a minor defect or variation of a bid or proposal from the exact requirements of the Invitation to Bid, or the RFP, which does not affect the price, quality, quantity or delivery schedule for the goods, services or construction being procured.

Multiphase Professional Service Contracts: means a contract for providing 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.

Minority Individual: means an individual who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:

African American: means a person having origins in any of the original peoples of Africa and who is regarded as such by the community of which this person claims to be a part.

Asian American: means a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Mariana, the Philippines, a U.S. territory of the Pacific, India, Pakistan, Bangladesh, or Sri Lanka and who is regarded as such by the community of which this person claims to be a part.

Hispanic American: means a person having origins in any of the Spanish-speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who is regarded as such by the community of which this person claims to be a part.

Native American: means a person having origins in any of the original peoples of North America and who is regarded as such by the community of which this person claims to be a part or who is recognized by a tribal organization.

Minority-Owned Business: means a business concern that is at least 51% owned by one or more minority individuals who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more minority individuals who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more minority individuals.

Nonprofessional Services: means any services not specifically identified as professional services in the definition of professional services.

Potential Bidder or Offeror: means a person who, at the time the HRPDC/HRTPO negotiates and awards or proposes to award a contract, is engaged in the sale or leases of goods, or the sale of services, insurance or construction, of the type to be procured under the contract, and who at such time is eligible and qualified in all respects to perform that contract, and who would have been eligible and qualified to submit a bid or proposal had the contract been procured through competitive sealed bidding or competitive negotiation.

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.

Service Disabled Veteran: means a veteran who (i) served on active duty in the United States military ground, naval, or air service, (ii) was discharged or released under conditions other than dishonorable, and (iii) has a service-connected disability rating fixed by the United States Department of Veterans Affairs.

Service Disabled Veteran Business: means a business concern that is at least 51% owned by one or more service disabled veterans or, in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest in the corporation, partnership, or limited liability company or other entity is owned by one or more individuals who are service disabled veterans and both the management and daily business operations are controlled by one or more individuals who are service disabled veterans.

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.

Small Business: means a business, independently owned or operated by one or more individuals who are U.S. citizens or legal resident aliens, and together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. One or more of the individual owners shall control both the management and daily business operations of the small business.

State Agency: means any authority, board, department, instrumentality, institution, agency, or other unit of state government. "State agency" shall not include any county, city, or town.

Women-Owned Business: means a business that is at least 51% owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership, or limited liability company or other entity, at least 51% of the equity ownership interest is owned by one or more women who are U.S. citizens or legal resident aliens, and both the management and daily business operations are controlled by one or more women.